

OFFICE OF STRATEGIC PROCUREMENT  
UNIVERSITY OF MAINE SYSTEM  
16 CENTRAL STREET  
BANGOR, MAINE 04401

**REQUEST FOR BIDS  
SNOW REMOVAL AND SANDING  
USM GORHAM**

1.0 GENERAL INFORMATION

- 1.1 Purpose: The University of Maine System, acting through the University of Southern Maine (USM) is seeking bids for snow removal and sanding services at its Gorham, Maine campus as described below:
- 1.2 Definition of Parties: For reference, the University of Southern Maine will hereinafter be referred to as the "University." Each firm responding to this Request for Bids (RFB) will be referred to as the "Bidder", and the bidder selected to provide equipment to the University will be referred to as the "Contractor."
- 1.3 Scope of Work: Work under this contract includes plowing snow, sanding and salting areas described in Attachment A according to requirements of this solicitation generally beginning November 1st and ending May 15th. The actual beginning and ending dates may vary, depending upon weather conditions. The Contractor shall fulfill the requirements of this contract whether or not the dates are earlier or later than stated.

The University's Gorham campus has approximately 570,000 +/- square feet of parking area and approximately 2.5 square miles of roadway. These areas must be cleared of accumulated, drifted, and ice-packed snow, sanded and salted, when necessary, prior to 7:00 a.m. The Gorham campus is a resident student campus with students entering and leaving the campus at all hours as well as being involved in many campus activities regardless of weather. The Gorham campus never closes. All roadways on the Gorham campus must be kept open throughout a winter storm event. In order to properly clear all parking lots of snow, the day following a storm, a parking ban **MAY** be called by the campus Grounds Department. The contractor will be required to return to campus and plow the resident student lots which will be cleared of parked cars as a result of the parking ban. Snow must be cleared to locations specified by the grounds coordinator to minimize the loss of existing parking spaces throughout the snow season. Snow plowing will begin after accumulation of 2" of snow under normal conditions, but will be subject to the University's discretion. A sand/salt mix must be provided by the Contractor and spread when requested or if conditions require application.

- 1.4 Evaluation: Award will be made to the low bidder provided that all other requirements are satisfactorily met. However, consideration will be given to references.
- 1.5 Award: It is the intent of the University to award this bid all to one vendor. The University reserves the right to conduct any tests it may deem advisable and to make all evaluations. The University reserves the right to reject any or all bids, in whole or in part and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interests of the University. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of bids. A bid may be rejected if it is in any way incomplete or irregular. When there are tie bids, there shall

be a preference for "in-state bidders". When tie bids are both in-state or both out-of-state, the award will be made to the bid that arrives **first** at the Office of Strategic Procurement.

- 1.6 Award Protest: Bidders may appeal the award decision by submitting a written protest to the Director of Strategic Procurement within five (5) business days of the award notice, with a copy of the protest to the successful Bidder. The protest must contain a statement of the basis for the challenge.
- 1.7 Communication with the University: It is the responsibility of the Bidder to inquire about any requirement of this RFB that is not understood. Responses to inquiries, if they change or clarify the RFB in a substantial manner, will be forwarded by addenda to all parties who have received a copy of the RFB. Addenda will also be posted on our web site, [http://www.maine.edu/strategic/upcoming\\_bids.php](http://www.maine.edu/strategic/upcoming_bids.php). The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to: Hal Wells  
Office of Strategic Procurement  
University of Maine System  
16 Central Street  
Bangor, Maine 04401  
(207) 973-3302

- 1.8 Bid Envelope: The signed bid should be returned in an envelope or package, sealed and identified as follows:

From \_\_\_\_\_  
Name Due Date Time Bid No.

- 1.9 Bid Understanding: By submitting a bid, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.
- 1.10 Submission: A **signed original plus one (1) copy** of the bid must be received at the Office of Strategic Procurement, University of Maine System, 16 Central Street, Bangor, Maine 04401, no later than **2:00 P.M. local time, Thursday, August 9, 2007** for a public opening. Bidders are strongly encouraged to submit bids in advance of the due date to avoid the possibility of missing the 2:00 deadline due to unforeseen circumstances. Bidders assume the risk of the methods of dispatch chosen. The University shall not be responsible for delays caused by any package or mail delivery service. A postmark on or before the due date WILL NOT substitute for receipt of bid. Bids must be date and time stamped by the Office of Strategic Procurement on time to be considered. In the event of suspended University operations, the bid opening will be rescheduled for the next business day at the same time and location. Bidders may wish to call (207) 973-3298 to determine if University operations have been suspended. Bids received after the due date and time will be returned unopened. Additional time will not be granted to any single Bidder, however, additional time may be granted to all Bidders when the University determines that circumstances require it.

**FAXED BIDS OR E-MAIL BIDS WILL NOT BE ACCEPTED**

- 1.11 Pre-Bid Conference: A mandatory pre-bid conference and tour will be held on **Thursday, August 2, 2007**. The pre-bid conference will begin at **10:30 a.m.** in the **Facilities Management Office, Anderson Hall, first floor, room 104** on the **Gorham** campus. The purpose of the conference is to answer questions and provide further clarification as may be required. Please hold all questions until this meeting. Following the conference a tour of the

Gorham campus will be held at 1:00 p.m. Attendance by all prospective bidders is **mandatory for both the conference and tour.**

The pre-bid conference will include a tour of all areas to be plowed and treated. Snow accumulation areas will also be identified.

Firms planning to attend this pre-bid conference should contact Erin Tapley at 207-973-3313 no later than 4:00 p.m. local time on **Wednesday, August 1, 2007** with the names and titles of the individuals who will attend.

## 2.0 CONTRACT TERMS

- 2.1 **Contract Documents:** If a separate contract is not written, the contract entered into by the parties shall consist of the Request for Bids, the signed bid submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.2 **Contract Modification and Amendment:** Any modification or amendment proposed by the Contractor must be in writing to the Office of Strategic Procurement. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.3 **Pricing:** Quoted prices will be in effect for a minimum of one (1) year from the effective date of the contract. After this period notification of price increases must be furnished in writing to the Office of Strategic Procurement for approval. Price increases must be based upon actual increases in cost(s) to the Contractor, which can be documented. The University reserves the right to rebid the contract if it does not accept the proposed price increase.
- 2.4 **Payments:** Payment will be upon submittal of an invoice to the University of Southern Maine, Facilities Management Bookkeeper, PO Box 9300, 96 Falmouth Street, Portland, Maine 04104-9300 by the Contractor on a net 30 basis unless discount terms are offered. Invoices **must** include a purchase order number.
- 2.5 **Contract Term:** The contract term shall be for a period of one (1) year commencing with the 2007 – 2008 season. With mutual written agreement of the parties this contract may be extended for four (4) additional one-year periods.
- 2.6 **Contract Administration:** The University's Director of Environmental Services or designee shall be the University's authorized representative in all matters pertaining to the administration of this contract.
- 2.7 **Cancellation/Termination:** If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within seven (7) days, the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the contract during the notification period.
- 2.8 **Assignment:** Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.

2.9 Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability (Written on an Occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
2. Medical Professional Liability (If written on a "Claims Made" basis, the Contractor agrees to keep coverage in force for a minimum of three years following the termination of this contract.)	\$2,000,000 limit or more
3. Automobile Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
4. Workers Compensation	In compliance with Maine law

The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above insurance shall be filed with:

University of Maine System  
16 Central Street  
Bangor, ME 04401

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard Acord statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

As additional insured and certificate holder, the University should be included as follows:

University of Maine System  
16 Central Street  
Bangor, ME 04401

2.10 Contract Validity: In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.

2.11 Debarment: Submission of a signed bid in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.

2.12 Equal Opportunity: In the execution of the contract, the Contractor and all subcontractors agree, consistent with University of Maine System policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request

- 2.13 Indemnification: The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.
- 2.14 Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University of Maine System has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the System.
- 2.15 Sexual Harassment: The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees.

Failure to comply with this policy could result in termination of this contract without advanced notice. Further information regarding this policy is available from the Executive Director for Campus Pluralism & Equal Opportunity, 207-780-5094.

### 3.0 PERFORMANCE TERMS AND CONDITIONS

- 3.1 Equipment: The Contractor shall have adequate equipment to service all areas under this contract. Plow trucks shall be equipped with a plow and sanding unit. Sanders will be capable of uniformly distributing sand on roadway and parking lot surfaces and shall be equipped with controls that provide varying application rates.
- 3.2 Employees: The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Contractor is notified in writing that any person employed in the execution of this agreement is, in the University's opinion, incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this contract without the written consent of the Contract Administrator.
- 3.3 Breakdowns and Other Failures / Backup Equipment: The Contractor shall keep vehicles and equipment operational at all times throughout the contract period. The Contractor shall immediately contact the Contract Administrator at 780-4619 to report any breakdowns. In the event a breakdown cannot be repaired within two hours, the Contractor shall utilize backup

equipment until repairs are completed. Complete descriptions of all backup equipment must be submitted in the Contractor's bid. Backup equipment must be readily available at all times. If the Contractor fails to provide snow removal and sanding services for any reason, the University shall complete the work as required and shall deduct for direct costs from monies due.

- 3.4 Communication Center: The Contractor shall have a communications center which can be reached, toll free from Gorham or Portland, by telephone 24 hours a day, 7 days a week, for notification purposes.
- 3.5 Sand and Salt: "Washed" sand and salt mixture must be provided by the Contractor. Mixture shall be a 20% salt/ 80% sand mix.
- 3.6 Notification and Response: The Contractor must coordinate activities with the Office of Facilities Management.

#### 4.0 QUOTATION

- 4.1 Snow removal on all areas listed in Schedule A for the lump sum price of:

\$ \_\_\_\_\_

TO BE PAID IN SEVEN EQUAL MONTHLY PAYMENTS BEGINNING IN NOVEMBER, 30 DAYS IN ARREARS.

- 4.2 Snow ban plowing costs for resident student lots. Cost for each ban:

\$ \_\_\_\_\_

- 4.3 Time, Material, and Equipment Costs for additional work as may be required on an hourly basis:

\$ \_\_\_\_\_

- 4.4 Time, Material, and Equipment Costs for spreading sand/salt mix on campus roadways on an hourly basis:

\$ \_\_\_\_\_

#### 5.0 EQUIPMENT

For consideration, the bidder must list below all equipment that will be used to provide services to the University of Southern Maine, Gorham campus and any backup equipment that will be available.

**Equipment that will be used**

**Backup Equipment**

Make: \_\_\_\_\_

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Model: \_\_\_\_\_

Year: \_\_\_\_\_

Year: \_\_\_\_\_

Size: \_\_\_\_\_

Size: \_\_\_\_\_

Type: \_\_\_\_\_

Type: \_\_\_\_\_

Mileage/Hours: \_\_\_\_\_

Mileage/Hours: \_\_\_\_\_

Make: \_\_\_\_\_

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Model: \_\_\_\_\_

Year: \_\_\_\_\_

Year: \_\_\_\_\_

Size: \_\_\_\_\_

Size: \_\_\_\_\_

Type: \_\_\_\_\_

Type: \_\_\_\_\_

Mileage/Hours: \_\_\_\_\_

Mileage/Hours: \_\_\_\_\_

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Make: \_\_\_\_\_

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Model: \_\_\_\_\_

Year: \_\_\_\_\_

Year: \_\_\_\_\_

Size: \_\_\_\_\_

Size: \_\_\_\_\_

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Type: \_\_\_\_\_

Mileage/Hours: \_\_\_\_\_

Mileage/Hours: \_\_\_\_\_

Make: \_\_\_\_\_

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Year: \_\_\_\_\_

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Mileage/Hours: \_\_\_\_\_

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Mileage/Hours: \_\_\_\_\_

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Model: \_\_\_\_\_

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Size: \_\_\_\_\_

Type: \_\_\_\_\_

Mileage/Hours: \_\_\_\_\_

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Type: \_\_\_\_\_

Mileage/Hours: \_\_\_\_\_

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Year: \_\_\_\_\_

Size: \_\_\_\_\_

Type: \_\_\_\_\_

Mileage/Hours: \_\_\_\_\_

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Year: \_\_\_\_\_

Size: \_\_\_\_\_

Type: \_\_\_\_\_

Mileage/Hours: \_\_\_\_\_

6.0 References: A list of three references is required to be submitted with your quotation. These references should be agencies your firm has done business with in the past year **on projects with a similar scope to this one.**



Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: (    ) \_\_\_\_\_ Fax Number: (    ) \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: (    ) \_\_\_\_\_ Fax Number: (    ) \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: (    ) \_\_\_\_\_ Fax Number: (    ) \_\_\_\_\_

7.0 SIGNATURE

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_ (Title) \_\_\_\_\_ (Date)

**ATTACHMENT A**

UNIVERSITY OF SOUTHERN MAINE, GORHAM CAMPUS PARKING LOTS

<b><i>Parking Lot</i></b>	<b><i>Type of Lot</i></b>	<b><i>Number of Spaces</i></b>						
G - 1	Faculty	8	2	18			28	
GS - 1	Resident/Faculty	75	4				79	
G - 2A	Commuter	94					94	
G-2B	Commuter	71	9				80	
GS - 2	Resident/Faculty	66	13	2			81	
GC - 2	Faculty	16	1				17	
G - 3	Faculty	75	4	2			81	
GC - 3	Faculty	6					6	
G - 4	Commuter	54	4				58	
G - 6	Faculty/Meter	7	2	7			16	
G - 7	Resident	58	1				59	
G - 8	Faculty	51	2				53	
G - 9	Faculty	6	1	2			9	
G - 11	Resident	47	3	8			58	
G - 12	Resident	118	4				122	
G - 12 A	Resident/Faculty	14	11	1			26	
G - 13 A	Resident	73	2				75	
G - 13 B	Resident	99					99	
G-13C	Resident	91	2				93	
G - 14	Resident	21					21	
G - 15	Faculty	11	4				15	
G - 16	Commuter/Resident	100	30	4	7		141	
G - 17	Commuter/Faculty	40	8	4			52	
G - 19	Commuter	102	1				103	
G - 20	Resident	212	3	5			220	
Robie/Andrews	Disablity	2					2	
Phillippi	Disablity	6					6	
Dickey/Wood	Metered/Service	2	1				3	
Admissions Office	Faculty	19	2				21	
7 College Avenue	Faculty	6	1				7	
128 School St	Visitor	3					3	
JMC Meters	Meters only	4					4	
Student Center	Disability only	4					4	
Total spaces							1736	
Table:								
Faculty	Resident	Commuter	Disability	Meter	Timed	Service	Visitor	