



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR BIDS

**SNOW PLOWING, REMOVAL AND SANDING SERVICES
PORTLAND CAMPUS
University of Southern Maine**

RFB # 04-10

ISSUE DATE:
August 7, 2009

MANDATORY PRE-PROPOSAL MEETING:
Wednesday, August 19, 2009 at 9:30 a.m.

BIDS MUST BE RECEIVED BY:
Thursday, August 27, 2009, 2:00 pm

DELIVER BIDS TO:

University of Maine System
Office of Strategic Procurement
Attn: Hal Wells
16 Central Street
Bangor, ME 04401

SECTION ONE

1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System, acting through the University of Southern Maine is seeking bids for snow plowing, removal and sanding services at its Portland, Maine campus as described below.
- 1.2 The University of Maine System will hereinafter be referred to as the "University." Respondents to the RFB shall be referred to as "Bidders." The Bidder to whom the contract is awarded shall be referred to as the "Contractor."
- 1.3 Scope of Work:

GENERAL CONTRACT REQUIREMENTS:

Work under this contract includes plowing snow and may include removal, 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 Portland campus has approximately 332,000+/- square feet of parking area with an additional 1500+/- linear feet of roadways. Typically these areas must be cleared of accumulated, drifted, and ice-packed snow prior to 7:00 AM or two (2) hours before classes start, in the event of a delayed opening of classes. Snow may be allowed to accumulate on the Portland campus from the hours of 11:00 PM to 5:00 AM, however, fire lanes through parking lots to inner campus locations must be maintained. The snow must be cleared to locations specified by the grounds coordinator to minimize the loss of existing parking spaces throughout the snow season. Plowing of snow will begin after accumulation of 2" of snow under normal conditions, but will be subject to the University's discretion.

ADDITIONAL CONTRACT REQUIREMENTS UNIQUE TO THE PARKING GARAGE:

The Contractor shall be responsible for snow plowing service at the Joel and Linda Abromson Community Education Center garage, bounded by Bedford Street, Surrenden Street and Winslow Street, on the Portland campus. Plowing shall begin after accumulation of 2" of snow under normal conditions, but will be subject to the University's discretion. Plowing shall be done between 7:00 pm and 7:00 am or two (2) hours before classes start, in the event of a delayed opening of classes. Daytime plowing shall be done as needed. Plowing includes the roof and ramp to roof, east end lot at ground level, Surrenden Street and entrance lot. Snow will be stored at the end of the roof until removal.

- 1.4 Evaluation Criteria: 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 bidder. 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 University of Maine System's Director of Strategic Procurement within five (5) business days of the date 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 that have received a copy of the RFB. Addenda will also be posted on our web site, 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 Submission: A **SIGNED** original and 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, in a sealed envelope no later than **2:00 P.M. local time, Thursday, August 27, 2009**, for a public opening. The bid must be date/time stamped by the Office of Strategic Procurement in order to be considered. Bidders are strongly encouraged to submit bids in advance of the due date/time 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 assumes no responsibility 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. 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 OR E-MAIL BIDS WILL NOT BE ACCEPTED.**

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

- 1.9 Pre-Bid Conference: A **mandatory** pre-bid tour and conference will be held on Wednesday, August 19, 2009. We will begin with a tour of the Portland campus. Prospective bidders shall meet at 9:30 a.m. local time in the Facilities Management Office, 25 Bedford Street on the Portland campus. Following the tour, a conference will be held in the Facilities Management Office at 10:30 a.m. The purpose of the tour and conference is to answer questions and provide further clarification as may be required. Please hold all questions until this meeting. Attendance by all prospective bidders is **mandatory**.

Firms planning to attend this pre-bid conference are requested to contact Hal Wells at 207-973-3302 no later than 5:00 p.m. local time on Monday, August 17, 2009, with the names and titles of the individuals who will attend.

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

From _____ RFB #04-10

- | Name | Due Date | Time | Bid No. |
|---|----------|------|---------|
| 1.11 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. | | | |
| 1.12 Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process. | | | |
| 1.13 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. | | | |
| 1.14 Bid Validity: Unless specified otherwise, all bids shall be valid for sixty (60) days from the due date of the bid. | | | |
| 1.15 Errors: Bids may be withdrawn or amended by bidders at any time prior to the bid opening. After the bid opening, bids may not be amended. If a significant mistake has been made by an apparent low bidder, the bidder will be given the option of selling at the price given or withdrawing the bid. If an extension error has been made, the unit price will prevail. | | | |

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Administration:** The University of Southern Maine's Director of Environmental Services or designee shall be the University's authorized representative in all matters pertaining to the administration of this contract.
- 2.2 **Contract Documents:** If a separate contract is not written, the Contract entered into by the parties shall consist of the RFB, the signed bid submitted by the Contractor, the specifications including all modifications thereof, and a purchase order, all of which shall be referred to collectively as the Contract Documents.
- 2.3 **Contract Modification and Amendment:** The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Office of Strategic Procurement. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.4 **Contract Term:** The Contract term shall be for a period of one (1) year commencing with the 2009 – 2010 season. With mutual written agreement of the parties this Contract may be extended for four (4) additional one-year periods.
- 2.5 **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.
- 2.6 **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.
- 2.7 **Non-Waiver of Defaults:** Any failure of the University to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights.
- 2.8 **Clarification of Responsibilities:** If the Contractor needs clarification of or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from Contract Administration.
- 2.9 **Litigation:** This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Maine.
- 2.10 **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.

- 2.11 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.
- 2.12 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, 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 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 advance notice. Further information regarding this policy is available from the Executive Director, Office of Diversity and Equity, 732 Law Bldg., Portland, Maine, (207) 780-5094, TTY: 866-783-6461.

- 2.14 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. Vehicle Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
3. Workers Compensation	Required for all personnel (In Compliance with Applicable State 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:
Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 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, Maine 04401

- 2.15 Smoking Policy: The University of Maine System must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, §1541 et seq "Smoking Prohibited in Public Places." In compliance with this law, the University of Maine System has prohibited smoking in all University System buildings except in designated smoking areas. This rule must also apply to all contractors and workers in existing University System buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings.
- 2.16 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.
- 2.17 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.
- 2.18 Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.

SECTION THREE

3.0 PERFORMANCE TERMS AND CONDITIONS:

- 3.1 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 Contract Administrator or designee, notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Administrator.
- 3.2 Equipment: The Contractor shall have adequate equipment to service all areas under this contract. Plow trucks shall be equipped with a plow.
- 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, by telephone 24 hours a day, 7 days a week, for notification purposes.
- 3.5 Notification and Response: Jeff McKay, USM Grounds Supervisor or designate shall be the University's authorized representative in all matters pertaining to day-to-day operations and/or activities provided under this contract.

Jeff McKay
Grounds Supervisor II
PO Box 9300
Portland, ME 04104-9300
jmckay@usm.maine.edu
(207)780-5443

SECTION FOUR

4.0 SUBMISSION REQUIREMENTS:

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

Business Profile: **No financial statements are required to be submitted with your bid,** however, prior to an award the University may request financial statements from your company, credit reports and letters from your bank and suppliers.

THE UNIVERSITY WOULD PREFER TO AWARD THIS BID ALL TO ONE CONTRACTOR WHO WILL PERFORM ALL OF THE WORK LISTED IN ATTACHMENT A. IT IS THE BIDDER'S RESPONSIBILITY TO MAKE CLEAR WHAT WORK IS INCLUDED IN THE LUMP SUM PRICE AT SECTION 4.1 Exclusions are not acceptable.

- 4.1 Snow plowing on all areas listed in Schedule A (exceptions must be listed) for the lump sum price of:

\$ _____

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

THE PRICING REQUESTED BELOW, IN SECTIONS 4.2 THROUGH 4.3, IS FOR ADDITIONAL WORK PERFORMED AT THE DIRECTION OF USM. COSTS ASSOCIATED WITH THESE TASKS ARE NOT INCLUDED IN THE LUMP SUM PRICE YOU HAVE PROVIDED IN 4.1 ABOVE.

- 4.2 Time, Material and Equipment Costs **per hour** for loading and hauling snow off campus to a snow dump that meets all applicable codes and regulations.

4.2.1 For surface parking lots: \$ _____

4.2.2 For the garage parking lots: \$ _____

- 4.3 Time, Material, and Equipment Costs for spreading a sand / salt mix as may be required on an **hourly** basis:

\$ _____

THE PRICING REQUESTED BELOW, IN SECTIONS 4.4 IS A BREAK OUT OF THE LUMP SUM PRICE YOU HAVE PROVIDED IN 4.1 ABOVE. THE UNIVERSITY IS ASKING FOR THE COMPONENT COSTS FOR INTERNAL BILLING PURPOSES.

4.4 Snow plowing costs for 15 Baxter Street: \$ _____

4.5 Snow plowing costs for Parking Garage: \$ _____

4.6 References: A list of three references is required to be submitted with your bid. These references should be agencies your firm has done business with in the past year **on projects with a similar scope to this one**. Provide company names with contact person and telephone number.

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, Portland 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: _____

Make: _____

Make: _____

Model: _____

Model: _____

Year: _____

Year: _____

Size: _____

Size: _____

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Model: _____

Year: _____

Size: _____

Type: _____

Mileage/Hours: _____

Make: _____

Model: _____

Year: _____

Size: _____

Type: _____

Mileage/Hours: _____

ATTACHMENT A

UNIVERSITY OF SOUTHERN MAINE, PORTLAND CAMPUS PARKING LOTS

LOCATION	COLOR DESIGNATION	LOT #	LOT SIZE	H/C SPOTS	METER SPOTS	TOTAL CAPACITY
Luther Bonney	Blue	P1	13,610	8		36
Campus Center	Red	P2	74,600	7		190
Parking Garage	Red	P3	77,776	22		1,159
Conant Street	Blue	P3	10,605	2		45
Alumni House	Blue	P4	16,155			30
Law Building	Blue	P6	49,866	6	5	148
Bookstore / FM	Blue	P7	20,849	1		41
Child Care	Blue	P8	9,749	2		21
Science / Gym	Blue	P9	26,830	10		44
Payson Smith	Blue	P10	6,897	3	5	18
Science Front	Blue	P11	8,420	6	8	22
Wishcamper	Blue	P12	7,665	6	6	23
Library	Blue	P13	6,600	3		8
15 Baxter Boulevard	All Colors		2,483	2		55
Total On Campus Parking			332,105	78	24	1,840
Linear feet of Roadways			Linear Feet			
Back of Garage/Wishcamper			1295			
Surrenden St. (Garage entrance)			215			
		Total	1510			
15 Baxter Boulevard	All Colors		2,483	2		55

Lot Color Designations – Key

Blue – Faculty / Staff

Red – Commuter / Student

Silver – Resident / Student

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)