



Administered by  
**UNIVERSITY OF MAINE SYSTEM**  
Office of Strategic Procurement

**REQUEST FOR BIDS**

**SOLID WASTE AND DEMOLITION DEBRIS DISPOSAL**  
**University of Maine**

**RFB # 06-11**

ISSUE DATE:  
October 22, 2010

BIDS MUST BE RECEIVED BY:  
November 19, 2010, 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 Maine is seeking bids for a long-term Contract for the collection and disposal of solid waste and demolition debris from multiple University locations.
- 1.2 The University of Maine System will hereinafter be referred to as the "University." Respondents to the RFB shall be referred to as "Bidder(s)" or "bidder(s)". The Bidder to whom the contract is awarded shall be referred to as the "Contractor."
- 1.3 Scope of Work: The Contractor shall provide approximately eleven (11) solid waste containers to be placed at fraternity and sorority housing locations and one roll off container at a campus location for demolition debris. Locations and container sizes are listed on the bid form. Services shall include weekly pickup of solid waste containers. Pickup of demolition debris shall be upon notification to the Contractor by the Resource Recovery Department. Approximately 130 tons of demolition debris were collected from July 2009 through June 2010. The specified quantity and sizes of containers and pickup schedules are estimated requirements only. The University reserves the right to increase or decrease quantities to meet actual needs. This Contract does NOT include the collection and disposal of any hazardous, toxic, radioactive or metals waste materials. Additional specifications are provided in Section Three.
- 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 qualifications and references.
- 1.5 Award: It is the intent of the University to award this Contract 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](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

- 1.8 Submission: A **SIGNED** original and four (4) copies 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, Friday, November 19, 2010**, 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 p.m. 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 check <http://www.maine.edu/alerts/> 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.**
- 1.9 Bid Envelope: The signed bid should be returned in an envelope or package, sealed and identified as follows:
- |            |                   |           |         |
|------------|-------------------|-----------|---------|
| From _____ | November 19, 2010 | 2:00 p.m. | 06-11   |
| Name       | Due Date          | Time      | Bid No. |
- 1.10 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.
- 1.11 Pre-Bid Meeting: A pre-bid meeting will **NOT** be held. Addresses of each container location are listed on the bid form and bidders may visit sites if desired.
- 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 of 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 Maine's Purchasing Department or its designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract. The University's Resource Recovery Supervisor shall be the contact for all day to day activities in the performance of the 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 Contract Administrator. 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 upon award of the Contract. 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, places University students or employees at significant risk of harm, 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 forty-eight (48) hours, 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. Except for such cancellation for cause by the University, either the University or the Contractor may terminate this Contract by giving sixty (60) days advance written notice to the other party. 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 **Quantities:** The quantities described in paragraph 1.3 and shown on the bid form are approximate only. The contract shall cover the actual needs of the University throughout the term of the contract regardless of whether they are more or less than the quantities shown.
- 2.7 **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.
- 2.8 **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.
- 2.9 **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 the Contract Administrator.
- 2.10 **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.

- 2.11 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.
- 2.12 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.
- 2.13 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.
- 2.14 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 University of Maine  
Director of Equal Opportunity  
North Stevens Hall  
Orono, ME 04469  
(207) 581-1226

- 2.15 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:  
Purchasing Department  
University of Maine  
5765 Service Building  
Orono, Maine 04469

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

- 2.16 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.
- 2.17 Payments: Payment will be upon submittal of an invoice to the Purchasing Department by the Contractor on a Net 30 basis unless discount terms are offered. Invoices must include a purchase order number. The University is using several, preferred methods of payment: PCard (Visa); Bank of America's ePayables and PayMode electronic payment systems. Please indicate your ability to accept payment via any or all of these methods.
- 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.
- 2.19 Parking Regulations and Use of Walkways: The Contractor's vehicles and those of their employees working on campus must be registered with the Department of Public Safety. All vehicles are to stay on roadways or driveways. No vehicle is allowed on sidewalks, lawns or other non-roadway or driveway surface. Unregistered vehicles on the University campus are subject to a parking violation ticket and/or towing off campus. Contractors are advised that parking regulations are strictly enforced by campus police. Towing will be at the Contractor's expense. A copy of regulations can be obtained by calling the University's Parking Office at 581-1226.

## SECTION THREE

### 3.0 PERFORMANCE TERMS AND CONDITIONS:

- 3.1 **Service Requirements:** The Contractor shall provide all equipment and labor required to collect, transport and properly dispose of solid waste and demolition debris as specified.
- 3.2 **Employees:** The Contractor shall provide a sufficient number of employees to perform the services efficiently and in a manner satisfactory to the University. No person shall be allowed on the property who is not directly involved in the performance of the work. If the Resource Recovery Supervisor 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 written consent from the Contract Administrator.
- 3.3 **Workplace Safety:** The Contractor will comply with all federal, state and local laws, rules and regulations controlling workplace safety and will be responsible for enforcing compliance with safety regulations and procedures on the part of all employees and other persons employed or retained by or under the control of the Contractor in the performance of the work. The Contractor shall furnish all personal protective equipment required by law. Any violation of applicable laws, rules or regulations may result in termination of this Contract.
- 3.4 **Environmental Protection:** The Contractor shall comply with all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall have documented procedures in place for spill remediation in the event of hydraulic leaks or other discharges of environmental hazards on fraternity, sorority, or University properties that occur as a result of the collection and or transporting of solid waste and demolition debris. In accordance with reporting requirements, the Contractor shall disclose any environmental violations caused in the performance of this work to the University and applicable governmental agency. A violation of applicable laws, rules or regulations may result in termination of this Contract.
- 3.5 **Condition and Care of the Property:** The Contractor shall ensure adequate protection of the properties and adjacent properties from damage or loss in the performance of the work under this Contract. The Contractor shall assume total liability for any damage to buildings, grounds, surfaces, etc, or other property, including vehicles, resulting from negligence of the Contractor or the Contractor's employees in the performance of the work. The Contractor shall be responsible for cleaning up spillage caused at the time of collection.
- 3.6 **Condition and Care of Containers:** All containers must be newly painted at the beginning of the Contract term and stenciled "Please Recycle". The Contractor shall maintain all waste and roll off containers in a clean and good mechanical condition throughout the term of the Contract. Containers shall be painted upon each annual renewal of the Contract and repaired as needed. Containers shall be lockable and all locks keyed alike. A full set of keys will be provided to the Resource Recovery Supervisor.
- 3.7 **Weigh-Ups and Reporting:** The University is required to report Solid Waste Volume information to the State of Maine. The Contractor shall provide accurate, auditable reports on weight/tonnages and disposal data for each container on a quarterly basis. The due dates of the report shall be scheduled by the Resource Recovery Supervisor.
- 3.8 **Collection Schedules:** Collections for fraternity and sorority locations shall be scheduled on a weekly basis. Collections must be made between 9:00 a.m. and 5:00 p.m., Monday through Friday. Demolition debris will be picked up between 7:30 a.m. and 3:00 p.m., Monday through

Friday, within two business days after notification by the University.

- 3.9 Invoices: For fraternity and sorority housing containers, one invoice shall be submitted monthly and shall include charges for all containers with the cost for each container listed separately. Demolition debris shall be invoiced separately for each pickup and shall indicate the amount of collected tonnage.
- 3.10 Additions and Deletions to the Contract: The University's requirements are subject to change. Any changes to container sizes or quantities shall be requested in writing by the Contract Administrator. It is the University's goal to have appropriately-sized containers for disposal. The Contractor shall periodically review collections to determine if the most efficient container is in place and shall recommend changes to increase or decrease container sizes if applicable.
- 3.11 Disposal: Waste must be disposed of in accordance with all laws and regulations.
- 3.12 Permits: The Contractor shall obtain all permits, licenses or other authorities necessary for the lawful performance of this Contract at no expense to the University.

## 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.

- 4.1 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.
- 4.2 Pricing: Please provide pricing on the bid form for each container listed. Pricing shall be firm for the first year of the Contract. The quoted price for solid waste containers shall include rental charges, collection costs, tipping fees, transportation, insurance and all other costs. Pricing is also requested for container pickups in addition to the weekly schedule if required.  
  
The quoted price for demolition debris shall be in the form of a disposal cost per ton, including roll off rental, transportation, insurance, tipping fees, and all other costs. Fuel surcharges or other additional charges will not be allowed.
- 4.3 Payment Method: Indicate your ability to accept electronic payments. (Section 2.17)
- 4.4 References: A list of three references is required to be submitted with your bid. These references should contain names and contact information of organizations having received similar services within the past two years.



BID FORM					
LOCATION	# Containers	Size	Schedule	Monthly Cost	Yearly Cost (monthly x 12)
Chi Omega 81 College Ave Orono	1	6 yd	1 x week	\$	\$
Phi Kappa Sigma 89 College Ave Orono	1	6 yd	1 x week	\$	\$
Lambda Chi Alpha 95 College Ave Orono	1	6 yd	1 x week	\$	\$
Phi Eta Kappa 107 College Ave Orono	1	6 yd	1 x week	\$	\$
Delta Tau Delta 111 College Ave	1	6 yd	1 x week	\$	\$
Alpha Gamma Rho 134 College Ave	1	6 yd	1 x week	\$	\$
Tau Kappa Epsilon 370 College Ave Orono	1	4 yd	1 x week	\$	\$
Theta Chi 371 College Ave Orono	1	6 yd	1 x week	\$	\$
Sigma Phi Epsilon 375 College Ave Orono	1	4 yd	1 x week	\$	\$
Pi Kappa Alpha 380 College Ave Orono	1	6 yd	1 x week	\$	\$
Sigma Nu Munson Road - Campus	1	4 yd	1 x week	\$	\$
Beta Theta Pi Munson Road - Campus	1	6 yd	1 x week	\$	\$
Additional Charge for extra pickup					
4 yd \$ _____		6 yd \$ _____			
				<b>Cost per Pickup</b>	
Rolloff Container (17 ton maximum pickup load) located at Material Recovery Facility, off Rangeley Road	1	40 yd	As Required	\$	

SIGNATURE PAGE

COMPANY NAME: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

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

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Cell Phone)

\_\_\_\_\_  
(E-mail Address)

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