



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR BIDS

**HUTCHINSON CENTER GROUNDS MAINTENANCE SERVICES
LANDSCAPING AND SNOW REMOVAL
BELFAST, MAINE**

University of Maine

RFB # 07-08

ISSUE DATE:
September 14, 2007

MANDATORY PRE-BID CONFERENCE
October 2, 2007

BIDS MUST BE RECEIVED BY:
2:00 pm on October 10, 2007

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 Introduction: The University of Maine System, acting for The University of Maine, seeks a qualified contractor or contractors to provide grounds maintenance services for The University of Maine Hutchinson Center, 80 Belmont Avenue, Belfast, Maine 04915. The Hutchinson Center campus, on approximately 11 acres, is a stunningly beautiful and well-maintained educational facility serving the mid-coast region. Our goals are to enhance the image of a quality institution by maintaining a high standard of care of all grounds, drives, walks, and parking areas, and to provide a safe, functional, efficient and attractive campus environment for community and student satisfaction.
- 1.2 Definition of Parties: The University of Maine Hutchinson Center will hereinafter be referred to as the "University." Each firm responding to this Request for Bids (RFB) shall be referred to as "bidders." The bidder to whom the Contract is awarded shall be referred to as the "Contractor."
- 1.3 Purpose: The intent of this RFB is to select a bidder or bidders to provide grounds maintenance services for The Hutchinson Center. This RFB states the instructions for submitting bids, the specifications for the work, the procedure and criteria by which a bidder may be selected and the contractual terms by which the University intends to govern the relationship between it and the selected Contractor.
- 1.4 Scope of Work: Services are required for a complete program of grounds and landscape care which shall include turf mowing and maintenance; care of shrubs, plantings and trees; road and walkway cleaning, sanding and snow removal; and irrigation system maintenance. There are approximately 6.4 acres of landscape areas, and approximately 2.2 acres of pavement and walkways for snow removal and sanding. Specifications and standard service levels for all tasks are referenced in Section 3.0 of this RFB and are fully described in Attachment A. The Contractor will provide all labor, supplies and equipment necessary to perform the work. All dates referenced in the standard service levels are approximate and dependent on weather conditions. The Contractor shall be responsible for timely performance of the work whether or not the required dates are as stated in the specifications.
- 1.5 Evaluation Criteria: Award will be made to the low bidder provided that all other requirements met and references are satisfactory.
- 1.6 Award: The University will make the award on a total sum basis to the most responsive and responsible bidder or bidders. 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 in-state or out-of-state, the award will be made to the bid that arrives **first** at the Office of Strategic Procurement.
- 1.7 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.

1.8 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 RFP. 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

1.9 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, Wednesday, October 10, 2007**, for a public opening. The bid must be date 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 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 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 PROPOSALS WILL NOT BE ACCEPTED.**

1.10 Pre-Bid Conference and Site Visit: A mandatory pre-bid conference will be held on **Tuesday, October 2, 2007 at 9:00 a.m. local time** at The Hutchinson Center. The purpose of this conference is to provide an opportunity to tour the facility and answer questions or clarification as may be required. Any responses to material questions discussed at this conference will be provided by written addenda to all bidders who have attended the conference. Attendance by all prospective bidders is **mandatory**. Firms planning to attend this pre-bid conference should contact Erin Tapley at 207-973-3313 no later than 5:00 p.m. local time on **Monday, October 1, 2007**, with the names and titles of the individuals who will attend.

1.11 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.

1.12 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.

1.13 Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.

1.14 Debarment: Submission of a signed bid in response to this solicitation is certification that the bidder 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.

- 1.15 Bid Validity: Unless specified otherwise, all bids shall be valid for 60 days from the due date of the bid.
- 1.16 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.
- 1.17 Specification Protest Process and Remedies: If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the bid may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications. Protests should be delivered to the Office of Strategic Procurement in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFB #07-08

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **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 or letter of agreement signed by 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 Director of Purchasing & Resource Efficiency at the University of Maine. Modifications or amendments 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 Director of Purchasing & Resource Efficiency for approval. Contractor shall provide documentation as to what portion of the requested price increase will be applied to labor and fringe benefits, supplies, equipment or overhead/profit. The University reserves the right to rebid the contract if the pricing change is not acceptable.

The Hutchinson Center is tentatively scheduled to begin construction of an addition to the facility in the summer of 2008. This addition will reduce the landscaped area by approximately 15,000 sq ft. Paved areas for snowplowing will not be affected. The University reserves the right to request a price adjustment to reflect the reduction of services at any time during the term of the Contract or during any extension period. The price adjustment shall be in writing and shall be mutually agreed upon by both parties.

- 2.4 **Contract Term:** The term of this contract shall be for one year, effective from the date of award. With mutual written agreement of the parties, this contract may be extended for four (4) 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) business 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.

Because snow removal and sanding are critical requirements, if the Contractor fails to promptly provide these services for any reason, The Hutchinson Center shall make other arrangements to complete the work as required and shall bill any additional costs to the Contractor.

- 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 **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 Director of Purchasing & Resource Efficiency at the University of Maine.
- 2.8 **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.

- 2.9 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.
- 2.10 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.
- 2.11 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. The University encourages the employment of individuals with disabilities.
- 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 advanced notice. Further information regarding this policy is available from:

The University of Maine
Director of Equal Opportunity
Alumni Hall
(207) 581-1226

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

Insurance Type

Coverage Limit

- | | |
|--|---|
| 1. Commercial General Liability
(Written on an Occurrence-based form) | \$1,000,000 per occurrence or more
(Bodily Injury and Property Damage) |
| 2. Automobile 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:

University of Maine Purchasing Department
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

- 2.15 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 Hutchinson Center on a net 30 basis unless discount terms are offered. Invoices **must** include a purchase order number.
- 2.17 Force Majeure: The Contractor shall not be held liable if the failure to perform under this Contract arises out of causes beyond the control of the Contractor. Cause may include but are not limited to, acts of nature, fires, tornadoes, quarantine, and strikes other than by Contractor's employees.

SECTION THREE

3.0 PERFORMANCE TERMS AND CONDITIONS:

- 3.1 The Facilities Manager at the Hutchinson Center, telephone 207-338-8050, will be responsible for administering and managing the day-to-day operations and work specifications of the contract.
- 3.2 **Employees:** All persons employed to perform these services shall be employees of the Contractor, well-trained in grounds maintenance procedures. The Contractor shall abide by all federal, state and local laws, rules and regulations with regard to the employment of minors. The Contractor shall provide a sufficient number of employees to perform the required 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 Facilities Manager 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 University.
- 3.3 **Nondiscrimination and Workplace Safety:** The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. The Contractor shall provide all personal protective equipment required by law. Any violations of applicable laws, rules or regulations may result in termination of this contract.
- 3.4 **Environmental Protection:** The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. 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. Any required Material Safety Data Sheets will be maintained in a binder on site and shall be available for review by University personnel at all times. Chemicals and gasoline are to be stored in proper containers required by law. A violation of applicable laws, rules or regulations may result in termination of this Contract.
- 3.5 **Equipment and Supplies:** All equipment and supplies required to carry out operations within the scope of this Contract shall be provided by the Contractor. Equipment must be maintained in good operating condition and must conform to NFPA, UL, ANSI, OSHA and any other safety standards in effect at the time of use. The Contractor shall have backup equipment available at all times to complete the work. Storage of equipment required for this Contract shall be off-site.
- 3.6 **Work Specifications:** Specifications and standard service levels are provided in **Attachment A**.
- 3.7 **Bids:** Bids shall be submitted on the Cost Sheet, **Attachment B**. Prices shall remain firm for one year.
- 3.8 **Access to Utilities:** Water and electrical power to limited work areas shall be provided by The Hutchinson Center. The Contractor shall make arrangements for use of such facilities and shall comply with any requirements or restrictions for use. The Contractor shall provide all hose or cord extensions from existing sources to work areas.
- 3.9 **Delivery of Materials:** It shall be the Contractor's responsibility to assume all liability for equipment and material delivered to the work areas. Inadvertent acceptance of delivery by any representative of The Hutchinson Center shall not constitute acceptance or responsibility for any of the materials and equipment.

- 3.10 Property Damage: Repair of property damage occurring from the performance of the work under this Contract shall be the responsibility of the Contractor. Damaged property shall be restored to its original condition.
- 3.11 Snow/Ice Event Communications: The Contractor shall provide to the Facilities Manager with the names and phone numbers of contact persons who will be available 24 hours per day, 7 days per week to coordinate snow removal and sanding operations.

ATTACHMENT A

THE HUTCHINSON CENTER GROUNDS MAINTENANCE STANDARD SERVICE LEVELS

A. Turf

1. Mowing: Weekly or as required throughout the growing season. Lawns shall be mowed at a height between 2" and 3". The Contractor shall adjust lawn mowing height if requested by The Hutchinson Center Facilities Manager. Trash and debris, if present, shall be removed and disposed of prior to mowing. Contractor shall move any outdoor equipment, trash containers, picnic tables or any other item of value for mowing and shall return all items to original locations.
2. Grass Clippings: Mowers shall be of a type which causes clippings to be distributed evenly over the cut area. If the type of mower causes the cut grass to windrow, the windrowed grass shall be removed and hauled away. The Contractor shall be responsible for removing grass clippings from sidewalks, parking areas, planted areas, barked or mulched areas, and other areas that are not part of the grass being mowed. Hutchinson Center dumpsters and land shall not be used for disposal of grass clippings or other landscape wastes and debris.
3. Trimming: Contractor shall be responsible at every mowing for trimming around trees, sign posts, near buildings, in curbs and gutters, around all dumpsters and dumpster area, and any other part of the lawn area where the lawn mowers may not be able to reach during mowing. Trimmed areas shall be at the same level as the mowing level of the lawn. Care will be taken to avoid damaging trees, shrubs, buildings and objects.
4. Fertilization and Weed Control: Spring application of pre-emergence weed control along with fertilizer/lime based on soil test recommendations. Late summer spot spray of broadleaf herbicides as needed with overseeding to fill in bare spots.
5. Spring Seeding: Use of a mixture of turf grasses (perennial rye, bluegrass and other turf grasses) for early spring seeding as needed based on winter injury. Same mix to be used for fall seeding of bare spots and areas treated with herbicides.
6. Turf Edge Repair: Replace sod as requested by the Facilities Manager.

B. General Landscape Maintenance

1. Mulch: Top dress shrub beds and around trees to a 3" depth as needed.
2. Edging: All borders of turf shall be edged to maintain clear contour lines. All curbs and cobblestone areas shall be edged and kept free of weeds and grass.
3. Pruning: Maintain proper growth habit and health of plants, shrubs and trees; timing will be based on variety and desired outcome.
4. Monitor landscape condition: Report insect and disease problems to Facilities Manager.

C. Irrigation System

1. Activation: Start system, making sure adequate coverage is in correct areas; ensure clocks, valves, heads are all functioning as required; check for leaks.

2. Ongoing Maintenance: Adjust heads, clean nozzles and valves, monitor all parts and irrigation schedules to make sure system is operating correctly and efficiently. Hutchinson Center will ensure that the system is functional at the start of this Contract but maintenance during the Contract shall be the responsibility of the Contractor.
3. Monitor natural rainfall and adjust irrigation schedule to ensure a maximum of 1" of water per week.
4. Winterization: Remove all water from pipes, valves, tanks and water lines. Shutdown must be completed by first anticipated frost date, or by November 1.

D. Spring Cleanup

1. Remove salt and sand from pavement areas, parking lots, entrances and walkways by the end of April.
2. Rake and remove leaves; remove debris and litter from lawns and landscape areas.
3. Activate irrigation system after last expected frost date or by May 15. Start system and adjust precipitation for even water flow over sites.
4. Plant flowers as requested by Facilities Manager.
5. Apply mulch to a depth of 3" to planting beds and around trees and shrubs.

E. Fall Cleanup

1. Rake and remove leaves.
2. After killing frost, remove all annuals from beds. Prune shrubs, perennials as required.
3. Winterize irrigation system.

F. Snow Plowing, Snow Removal and Sanding

1. The Contractor shall be responsible to monitor weather conditions and respond as needed for snow plowing and sanding.
2. Contractor shall provide all necessary equipment (to include but not be limited to shovels, ice picks, plows, backhoes, dump trucks, front-end loaders, sanders, snow blowers) with the capability of removing all accumulation of snow and ice from the approximately 2.2 acres of pavement and walkways. Snow accumulation shall be approximately 2" before plowing begins. Plowing and sanding may be requested at any time by the Facilities Manager.
3. Snow plowed from parking lots/pavement areas will be placed in designated locations. Excess snow shall be removed from the premises.
4. Sand shall be in an approximate ratio of 8:1 (sand/salt) for mix stored under cover, and approximately 4:1 (sand/salt) for mix stored outside.

ATTACHMENT B

BID FORM HUTCHINSON CENTER GROUNDS MAINTENANCE SERVICES

I/We agree to furnish all materials and labor to perform the services required for grounds maintenance at The Hutchinson Center in accordance with the specifications herein.

<p>1. Lawn Mowing</p> <p style="padding-left: 20px;">Mow, trim, remove grass clippings</p>	<p>\$_____ Per Year (Seven payments)</p>
<p>2. Grounds Maintenance</p> <p style="padding-left: 20px;">Apply fertilizer/herbicide to turf and garden areas; maintain and adjust irrigation system; weed and mulch as necessary; prune shrubs and perennials.</p>	<p>\$_____ Per Year (Seven payments)</p>
<p>3. Seeding</p> <p style="padding-left: 20px;">As required in spring and fall.</p>	<p>\$_____ Per Hour (plus cost of seed)</p>
<p>4. Turf Repair</p> <p style="padding-left: 20px;">Replace turf as required</p>	<p>\$_____ Per Hour (plus cost of sod)</p>
<p>5. Spring Cleanup</p> <p style="padding-left: 20px;">Remove sand/salt from walkways and pavement areas; pick up litter and debris; plant flowers; rake leaves; activate irrigation system; apply mulch</p>	<p>\$_____ Per Year (One payment)</p>
<p>6. Fall Cleanup</p> <p style="padding-left: 20px;">Rake leaves and remove debris and litter from lawns; winterize irrigation systems.</p>	<p>\$_____ Per Year (One payment)</p>
<p>7. Snow Removal and Sanding</p>	<p>\$_____ Per Year (Seven payments)</p>

8. Provide the names, addresses and contact information of three references. References shall be from organizations with a scope of work similar to services specified herein with

services having provided within the past three years.

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Date)

(Phone)

(E-Mail Address)