



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR BIDS

SNOW REMOVAL AND SANDING - GORHAM
University of Southern Maine System

RFB # 08-13

ISSUE DATE:
August 14, 2012

BIDS MUST BE RECEIVED BY:
August 30, 2012, 2:00 pm

MANDATORY PRE-BID MEETING:
Monday, August 20, 2012, 2012 at 8:00 a.m.

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 removal and sanding services at its Gorham campus as described below.
- 1.2 Definition of Parties: The University of Southern Maine 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: 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 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
hcwells@maine.edu

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 30, 2012**, 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 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 Pre-Bid Conference: A mandatory conference will be held on Monday, August 20, 2012 at 8:00 a.m. local time at the DFM Building, 30 University Way, Gorham, Maine 04038. The purpose of this conference is to answer questions and provide further clarification as may be required. Please hold all questions until this meeting. Immediately following the conference a tour of the Gorham campus will be held. 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.

1.10 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.

1.11 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.
- 1.16 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 #08-13

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Administration:** The University of Southern Maine's Assistant Director for Grounds and Grounds Services or his 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 Contract Administrator. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.4 **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 Contract Administrator 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.
- 2.5 **Contract Term:** The Contract term shall be for a period of one (1) year commencing with the 2012 – 2013 season. With mutual written agreement of the parties this Contract may be extended for four (4) additional one-year periods.
- 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 the Contract Administrator.
- 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 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, genetic information, 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 advance notice. Further information regarding this policy is available from the Office of Equity and Compliance, 222 Deering Avenue, Portland, ME (207) 780-5510.

- 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. The University is using several, preferred methods of payment: Bank of America's ePayables and PayMode electronic payment systems. Please indicate your ability to accept payment via any or all of these methods.
- 2.17 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.
- 2.18 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.

SECTION THREE

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 **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.
- 3.3 **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.
- 3.4 **Sand and Salt:** Shall be provided by the University. The Contractor shall provide equipment to load sand and salt, on-site."
- 3.5 **Notification and Response:** The Contractor must coordinate activities with the Office of Facilities Management.
- 3.6 **Contractor's Equipment:** The University will provide space for the Contractor to store equipment required for this contract, on site. The University shall not be held liable for damage, theft or any loss of Contractor equipment stored at 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 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. The sander (hopper) used by the Contractor shall have a minimum capacity of three (3) cubic yards.

\$ _____

4.5 Time, Material, and Equipment Costs for loading and hauling snow off campus to a snow dump, within a five mile radius of the Gorham campus, that meets all applicable codes and regulations on an hourly basis:

\$ _____

4.6 Payment Method: Indicate your ability to accept electronic payments. (Section 2.16)

4.7 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.

SECTION FIVE

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: _____

Make: _____

Make: _____

Model: _____

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Year: _____

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Year: _____

Size: _____

Type: _____

Mileage/Hours: _____

Make: _____

Model: _____

Year: _____

Size: _____

Type: _____

Mileage/Hours: _____

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)

ATTACHMENT A

UNIVERSITY OF SOUTHERN MAINE, GORHAM CAMPUS PARKING LOTS

Parking Lot	Type of Lot	Number of Spaces					Total
		Faculty	Resident	Commuter	Disability	Meter	
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	Disability	2					2
Phillippi	Disability	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