



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

**REQUEST FOR PROPOSALS (RFP)**

**GROUNDS MAINTENANCE SERVICES,  
LANDSCAPING AND SNOW REMOVAL**  
University of Maine at Machias

**RFP # 15-15**

ISSUE DATE:  
November 24, 2014

**OPTIONAL PRE-PROPOSAL MEETING:**  
Wednesday, December 17, 2014 at 10:00 a.m.

PROPOSALS MUST BE RECEIVED BY:  
January 13, 2015

DELIVER PROPOSALS TO:

University of Maine System  
Office of Strategic Procurement  
Attn: Rachel Piper  
37 College Ave 104 Anderson Hall  
Gorham, ME 04038

## SECTION ONE

### 1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System, acting through the University of Maine at Machias, is seeking qualified contractors to provide grounds maintenance services for the University of Maine at Machias, 116 O'Brien Avenue, Machias, ME 04654. The UMM campus, on approximately 42 acres, is an educational facility serving the down east region.

This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a vendor may be selected and the contractual terms by which the University intends to govern the relationship between it and the selected vendor(s).

- 1.2 Definition of Parties: The University of Maine System will hereinafter be referred to as the "University." Respondents to the RFP 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: Services are required for a 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. Specifications and standard service levels for all tasks may be found in Section 3.0 of this RFP 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(s) shall be responsible for timely performance of the work whether or not the required dates are as stated in the specifications.
- 1.4 Evaluation Criteria: The following is a summary of criteria and associated amount of maximum possible points that may be awarded:

<b>Criteria</b>	<b>Maximum Possible Points</b>
Proven ability to provide grounds maintenance services of similar scope	25
Thorough, relevant and organized responsiveness to RFP	5
References	25
Pricing to the University	40
Maine Economic Impact	<u>5</u>
<b>Total</b>	<b>100</b>

**The top ranked RFP respondents, based on the criteria detailed above, will be deemed finalists by the evaluation committee and may be invited to finalist interviews. The interview should further document the bidders' ability to provide the required services.**

- 1.5 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP 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](http://www.maine.edu/strategic/upcoming_bids.php). It is the responsibility of all bidders to check the web site before submitting a response to ensure that they have all pertinent documents. The University will not be bound by oral responses to inquiries or written

responses other than addenda.

Inquiries must be made to: Rachel Piper  
Office of Strategic Procurement  
University of Maine System  
37 College Ave 104 Anderson Hall  
Gorham, Maine 04038  
(207) 780-5633  
Rachel.Piper@maine.edu

**The deadline for inquires is December 23, 2014. The University will respond to written inquiries not later than close of business, December 30, 2014.**

- 1.6 Award of Proposal: It is the intent of the University to award to either one or multiple bidders, whichever is deemed in the best interest of the University. 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. Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder(s) which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the Contract to that bidder. The University may cancel this Request for Proposals or reject any or all proposals in whole or in part. Should the University determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.
- 1.7 Award Protest: Bidders may appeal the award decision by submitting a written protest to the University of Maine System's Chief Procurement Officer 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 Confidentiality: The information contained in proposals submitted for the University's consideration will be held in confidence until all evaluations are concluded and a vendor selected (the successful bidder). At that time the University will issue bid award notice letters to all participating bidders and the successful bidder's proposal may be made available to participating bidders upon request. After the protest period has passed and the contract is fully executed, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of accepting a contract under this section, a contractor must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

- 1.9 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.

- 1.10 Debarment: Submission of a signed proposal 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.
- 1.11 Proposal Understanding: By submitting a proposal, 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 Proposal Validity: Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.
- 1.13 Non-Responsive Bids/Proposals: The University will not consider non-responsive bids or proposals, i.e., those with material deficiencies, omissions, errors or inconsistencies.
- 1.14 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 proposal 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, RFP #15-15

- 1.15 Proposal Submission: A **SIGNED** original and 2 copies of the proposal as well as 1 (one) **ELECTRONIC COPY** (on either flash drive or CD) must be submitted to the Office of Strategic Procurement, University of Maine System, 104 Anderson Hall, 37 College Ave Gorham Maine 04038, in a sealed envelope **by January ,13, 2015**, to be date stamped by the Office of Strategic Procurement in order to be considered. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Bidders may wish to check <http://www.maine.edu/alerts/> to determine if University operations have been suspended. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). In the event of suspended University operations, proposals will be due the next business day. Vendors are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of proposal. Additional time will not be granted to any single vendor, however additional time may be granted to all vendors when the University determines that circumstances require it. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.** The envelope must be **clearly** identified on the outside as follows:

Name of Bidder

Address of Bidder  
Due Date  
RFP # 15-15

- 1.16 **Pre-Proposal Conference:** A conference will be held on December 17 2014 at 10:00am local time at UMM Crandlemire Support Building. The purpose of this 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 **optional**. Firms planning to attend this pre-proposal conference should contact Robert Farris at 207-255-1316 no later than 4:00 p.m. local time on Tuesday, December 16, 2014, with the names and titles of the individuals who will attend.
- 1.17 Authorization: Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.

## SECTION TWO

### 2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Administration:** The University of Maine at Machias Director of Facilities 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(s) is not written, the Contract(s) entered into by the parties shall consist of the RFP, the signed proposal submitted by the Contractor(s), the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.3 **Contract Modification and Amendment:** The parties may adjust the specific terms of this Contract (except for pricing and/or commission) 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 commence Feb 1, 2015 and shall expire on July 1, 2015 (5 months). With mutual written agreement of the parties this Contract may be extended for two (2) additional one-year periods upon contract expiration.
- 2.5 **Contract Data:** The Contractor is required to provide the University with detailed data concerning the Contract at the completion of each contract year or at the request of the University at other times. The University reserves the right to audit the Contractor's records to verify the data. This data may include, but is not limited to, dollar volume, items sold, services rendered, and commissions paid to the University.
- 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 **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 8 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 30 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.
- 2.9 **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.

- 2.10 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 Office of Strategic Procurement.
- 2.11 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.
- 2.12 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 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.
- 2.14 Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.
- 2.15 Sexual Harassment: The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees. Failure to comply with this policy could result in termination of this Contract without advanced notice. Further information regarding this policy is available from:

University of Maine at Machias  
Kimberly Page  
Director of Human Resources  
Powers Hall  
(207) 255-1220

- 2.16 Indemnification (Contractor): 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.
- 2.17 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 (In Compliance with Applicable State Law)	Required for all personnel

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:

Robert Farris, Director of Facilities  
 University of Maine at Machias  
 116 O'Brien Avenue  
 Machias, ME 04654

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 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

- 2.18 Smoking Policy: The University 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 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.
- 2.19 Gramm Leach Bliley (GLB) Act (Confidentiality of Information): The Contractor shall comply with all aspects of the GLB Act regarding safeguarding confidential information.
- 2.20 Payments: Payment will be upon submittal of an invoice to the address shown on the purchase order by the Contractor on a Net 30 basis with Prompt Payment Discounts offered 2% Net 10. 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.



## SECTION THREE

### 3.0 PERFORMANCE TERMS AND CONDITIONS:

The University is committed to maintaining a safe environment for faculty, staff, students, and visitors that does not adversely affect their health. Contractors have an obligation to take all reasonable precautions to prevent foreseeable injury to themselves and others within the facilities of this institution, and to make safety a priority. It is incumbent upon the Contractor to avoid unsafe conditions or acts while on the University of Maine at Machias Campus or at other affiliated facilities or sites, and to avoid conditions resulting in environmental hazards.

#### 3.1 Job Site Safety:

3.1.1 The Contractor shall adhere to the Occupational Safety and Health Administration's (OSHA) most recently published Safety and Health Standards for Construction (29 CFR 1926), general Occupational Safety and Health Standards (29 CFR 1910), relevant Maine Department of Environmental Protection (DEP) and Environmental Protection Agency (EPA) regulations, and applicable University of Maine policies and procedures for the duration of the Contract. The University shall inform the Contractor of the applicable University of Maine policies and procedures.

3.1.2 Contractor agrees to be responsible for initiating, maintaining and supervising, where appropriate, safety practices and programs in the performance of the Work or Services in accordance with generally accepted safety practices; take all reasonable precautions to secure and protect University's property and the personal safety of University's employees and its other invitees; and comply with any applicable laws, rules or regulations relating to safety and security of people and property.

3.1.3 Where applicable to the Work or Services, CONTRACTOR agrees to abide by all University's safety policies and procedures including but not limited to University's worksite drug, alcohol, and smoking policies. Contractor shall ensure each Project Order includes safety programming and planning.

3.2 Lockout and Tag out of Electrical Equipment: The Contractor shall adhere to the Occupational Health and Safety Administration's (OSHA) most recently published health and safety standards for Lockout and Tagout, (29 CFR 1910.147) and shall ensure compliance with all State, University and local regulations relating to the lockout and tagout of electrical equipment procedures.

3.3 Fire Protection: The Contractor shall take all necessary precautions to ensure against fire during activities and operations. The Contractor shall be responsible to maintain the area within contract limits orderly and clean and to promptly remove all combustible rubbish from the site. No rubbish shall be burned at the site. The Contractor shall provide and keep in working order, an adequate number of fire extinguishers, conveniently located and designed for the hazard at hand. For required hot work permits and fire watch, the Contractor shall contact the Office of Facilities Management Safety Office and shall comply with the most recently published National Fire Protection Association Life Safety Code (NFPA 101) and applicable University of Maine policies and procedures for the duration of the contract. The University shall inform the Contractor of the applicable University of Maine policies and procedures.

Combustible materials shall be transported and stored on the site in conformance with state and local codes. No accumulation of inflammable rubbish shall remain in any building overnight.

- 3.4 Accident/Injury Notification: The Authorized University Representative must be notified within one (1) hour or as soon as possible, but no later than twenty-four (24) hours, of any accident or injury that occurs during the course of the work performed under the Contract.
- 3.5 Emergency Notification: The Contractor shall provide to the University, in writing, the names, addresses and telephone numbers of the members of the Contractor's organization to be contacted in the event of an off-hours emergency related to work at the University.
- 3.6 Solid Waste Removal: The Contractor shall be responsible for cleaning up and removing all waste materials created by the Contractor's operation from University premises by the end of the day. The Contractor shall promote waste reduction and recycling and follow University policies to reduce, reuse and recycle.
- 3.7 Protection and Security of Buildings and Property: The Contractor shall ensure adequate protection of the properties and adjacent properties from damage or loss in the performance of the work under the 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 and subcontractors in the performance of the work.

Sufficient keys required to perform services shall be supplied by the University to the Contractor. The Contractor shall be responsible for the replacement costs of lost keys. If the University determines that keys lost by the Contractor or its employees could compromise University security, the Contractor shall be responsible for paying all costs associate with re-keying designated locations.

- 3.8 Environmental Protection: The Contractor shall comply with all federal, state and local laws, rules and regulations regarding the protection of the environment. A safety/environmental manual will be provided and applicable work practices and procedures will be included in the Contractor's Site Specific Work Practice and Safety Plan. 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 as required by law. A violation of applicable laws, rules or regulations may result in termination of the Contract.
- 3.9 Security: The safety and well-being of students and staff is of particular importance to the University. The Contractor shall take reasonable precautions to protect the University's students and staff. Reasonable precautions for work that involves sensitive functions or areas (e.g. unsupervised access to minors or access to security sensitive data) may require the Contractor conduct criminal history checks on employees or subcontractors.
- 3.10 Employee Identification: When working on University property, all Contractor employees shall wear a clearly displayed photo identification badge or uniform showing the name of the employee and company represented. Identification badges must be provided by the Contractor at the Contractor's expense. Badges must be worn but need not be clearly displayed when protective clothing or respiratory protection is required.
- 3.11 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.

- 3.12 Access to Utilities: Water and electrical power to limited work areas shall be provided by the University of Maine at Machias. 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.
- 3.13 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 University of Maine at Machias shall not constitute acceptance or responsibility for any of the materials and equipment.
- 3.14 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.
- 3.15 Snow/Ice Event Communications: The Contractor shall provide to the Director of Facilities 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.
- 3.16 Warranty of Materials and Workmanship: Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance of the project by the University. Within two weeks' notification of defects by the University, the contractor shall correct all defects and shall make good all damages to the structure, site, equipment, or contents resulting from the use of inferior materials, equipment and workmanship.
- 3.17 Liens: The Contractor shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Contractor.
- 3.18 Scope of Work: Specifications and standard service levels are provided in Attachment A.

## SECTION FOUR

### 4.0 PROPOSAL CONTENT:

Bidders shall ensure that all information required herein is submitted with the proposal. 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 proposal 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:

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

4.1.2 **Please submit with your proposal** a detailed history and description of your company and any published reports about your company.

#### 4.2 Pricing: Submit your pricing bid on **Attachment B**.

4.3 Equipment to be provided on the Contract: Submit a list of equipment available under the contract as well as a list of backup equipment available.

4.4 Recycled Material Content Alternate: The University wishes to buy as many products as possible with a recycled material content. Alternates must meet or exceed EPA procurement guidelines. The University in its sole discretion will determine if your submission is equal to that specified, considering quality, and suitability for the purpose intended. The bidder is responsible to clearly and specifically indicate the product being offered and to provide adequate information to enable the University to determine if the product offered meets the requirements of this solicitation.

4.5 Energy Star Compliance: The University prefers to buy products that are Energy Star Compliant whenever possible. Please provide all pertinent and verifiable information with regard to Energy Star Compliance. The bidder is responsible to clearly and specifically indicate the product being offered and to provide adequate information to enable the University to determine if the product offered meets the requirements of this solicitation. Verification from the manufacturer of Energy Star Compliance must be provided.

4.6 EPP Commitment: The University has made a commitment to purchase Environmentally Preferred Products (EPP) to the extent possible and to buy from vendors who are being good stewards of the environment as well. To that end we ask that you provide us with information that will help us to do that in the future. Please submit with your proposal the ways in which your company is working to be better stewards of the environment. If that information is on your website, please provide us with the web address. Include:

- 1) Products that display one or more positive environmental attributes (recycled content, energy or water efficiency, low toxicity or biodegradability).
- 2) Products that generate less waste by containing less packaging or by being more durable, reusable or remanufactured.

- 3) Products that meet certain environmental criteria during production (chlorine free, wood from a managed sustainable forest.)
- 4) If you will reclaim or take back items (batteries, electronics, carpeting, oil products, tires and toner cartridges).
- 5) Any credentials or awards you have received for being good stewards of the environment.

4.7 Payment Method: Indicate your ability to accept electronic payments. (Section 2.20)

4.8 References: A list of three references is required to be submitted with your proposal. 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, telephone number and email address.

SIGNATURE PAGE

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

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

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

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

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

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

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

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

## ATTACHMENT A

### THE UNIVERSITY OF MAINE AT MACHIAS 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 University of Maine at Machias Director of Facilities. Trash and debris, if present, shall be removed and disposed of prior to mowing at designated disposal locations. 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. Disposal of grass clippings or other landscape wastes and debris to be removed to designated disposal locations
3. Trimming: Contractor shall be responsible at every mowing for trimming around trees, sign posts, near buildings, in curbs and gutters, around all rocks, 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. The Contractor is responsible for repairing snow plow damage. The Contractor is responsible for the success of any seeding or repair.
5. Soccer Field and Mall: Contractor will core aerate and seed in April, solid tine aerate in September and core aerate in after the soccer season around mid-October.
6. Soccer games and campus events: University will provide schedule of soccer games, Homecoming weekend, and Commencement to coordinate timely grounds maintenance in support of those events.

#### 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. Remove tree and shrubbery trimming to designated disposal locations.
4. Monitor landscape condition: Report insect and disease problems to the Director of Facilities.

C. 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. The University will purchase flowers (annuals). The Contractor will install the flowers as requested by the Director of Facilities.
4. Apply mulch to a depth of 3" to planting beds and around trees and shrubs.

D. Fall Cleanup:

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

E. 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 paved and unpaved roads and parking lots and walkways Pretreat all roadways and walkways with chemicals and sand. (When snow or ice is in the forecast as directed by Director of Facilities)  
Roadways: Salt and sand. Walkway Chemicals: Use ice melt on walkways. Do not use rock salt or sand on.
3. Always push snow or blow snow away from buildings.
4. Store all snow piles at the lowest point of any location. Never store snow on the upper side of any roadways parking lots, or walkways. This creates a black ice situation when the snow melts during the day and freezes during the night.

Note: UMM will not pay for extra sanding/salting due to snow stored on the high side of any roadways, parking lots or walkways creating black ice due to snow pile storage.

5. 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.
6. Do not create snow piles at entrances. Drivers need to be able to have a clear view of the pedestrians and vehicle traffic.
7. Building Entrances and Walkways: Snow removal starts at all building entrances/exits and steps to make sure the Fire Exits are clear to support building evacuations and to support medical assistance access for any person inside of the buildings.
8. Maintain a clear access to all fire hydrants.



9. Resident Halls Student Parking Lots: In order to properly clear Resident Hall parking lots of snow, the day following a storm at 8pm all students will have all vehicles removed so the parking lots can be cleared, sanded and salted. This will require the soccer field parking lot to be cleared so the students can relocate their vehicles by 8pm.
10. Snow/Ice Removal from walkways, steps and ramps: Start clearing at 1" of snow. Apply Ice Melt on any amount of ice. Do not use sand on walkways, steps or ramps. Maintain clean walkways, steps and ramps until storm is over.
11. Attachments C and D list building operating hours and a campus map to provide information on campus operations. UMM will provide the contractor with a schedule of events and games throughout the snow season so the contractor can maintain the building entrances, walkways, parking lots and roadways to support the events.

## ATTACHMENT B

### RFP FORM

#### UNIVERSITY OF MAINE AT MACHIAS GROUNDS MAINTENANCE SERVICES

The Contractor shall furnish all equipment, materials and labor to perform the services required for grounds maintenance in accordance with the specifications herein.

<p>1. Lawn Mowing</p> <p>Mow, trim, remove grass clippings. Pick up litter and debris before mowing NOTE: 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.</p>	<p>\$_____ Per Cut</p>
<p>2. Grounds Maintenance</p> <p>Weed and mulch as necessary; prune shrubs and perennials.</p>	<p>\$_____ Per Event</p>
<p>3. Fertilization and weeding</p>	<p>\$_____ Per Event</p>
<p>4. Spring Cleanup</p> <p>Remove sand/salt from walkways and pavement areas; pick up litter and debris; plant flowers; rake leaves; apply mulch repair plowing damage.</p>	<p>\$_____ Per Event</p>
<p>5. Fall Cleanup</p> <p>Rake leaves and remove debris and litter from lawns;</p>	<p>\$_____ Per Event</p>

6. Snow Plowing, Salting and Sanding	\$ _____ Per Event Pretreat of Walkways _____ and Roadways
	\$ _____ Per Event 1-6"
	\$ _____ Per Event 6-9"
	\$ _____ Per Event 9+
	\$ _____ Per Event Ice only

**ATTACHMENT C**

## Campus Operating Hours

Location	Day	Operation Hours	
<b>Dortward Hall</b>	<b>All Days</b>	<b>24 Hours</b>	
<b>Sennett Hall</b>	<b>All Days</b>	<b>24 Hours</b>	
<b>24 Hour Room</b>	<b>All Days</b>	<b>24 Hours</b>	
<b>Reynolds Center</b>	<b>Day</b>	<b>Opens</b>	<b>Closes</b>
	M-F	5:30am	Midnight
	Saturday	8:00am	Midnight
	Sunday	Noon	Midnight
<b>Kilburn Commons</b>	M-F	5:30am	8:00pm
	Saturday	8:00am	8:00pm
	Sunday	11:00am	8:00pm
<b>Galley</b>	M-F	11:00am	10:30pm

	Saturday	3:00pm	10:30pm
	Sunday	3:00pm	10:30pm
<b>Kimball Hall (Student Center)</b>	M-F	6:00am	Midnight
	Saturday	6:00am	Midnight
	Sunday	6:00am	Midnight
<b>ECEC Day Care</b>	M-F	7:00am	5:00pm
<b>Science Building</b>	M-F	7:00am	10:00pm
	Saturday	Event Driven	
	Sunday	Event Driven	
<b>Torrey Hall/Library</b>	M-F	7:00am	10:00pm
	Saturday	Event Driven	
	Sunday	Event Driven	
<b>Powers Hall</b>	M-F	7:00am	10:00pm
	Saturday	Event Driven	
	Sunday	Event Driven	

# ATTACHMENT D

## UMM Campus Operation by Location Emergency Vehicle Access and Walkways, Building Entrances/Exits Snow and Ice Free

