



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR BIDS

SINGLE STREAM RECYCLING REMOVAL SERVICES
University of Southern Maine

RFB # 19-09

ISSUE DATE:
May 19, 2009

BIDS MUST BE RECEIVED BY:
June 9, 2009, 2:00 p.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 single stream recycling removal services as described below.
- 1.2 The University of Southern Maine will hereinafter be referred to as the "University." Respondents to the RFB shall be referred to as "Bidders." The Bidder to whom the contract is awarded shall be referred to as the "Contractor."
- 1.3 Scope of Work: For the Portland and Gorham campuses – single stream recycling transportation services in the form of University owned roll-off break away compactor containers.
- 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 financial stability, past performance and references.
- 1.5 Award: The University reserves the right to award this bid on a schedule by schedule basis or all to one bidder, whichever the University deems to be in its best interest, price and other factors considered. 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.
- 1.6 Award Protest: Bidders may appeal the award decision by submitting a written protest to the University of Maine System's Director of Strategic Procurement within five (5) business days of the date of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.
- 1.7 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFB that is not understood. Responses to inquiries, if they change or clarify the RFB in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFB. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to: Hal Wells
Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401
(207) 973-3302

- 1.8 Submission: A **SIGNED** original **and three (3) 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, Tuesday, June 9, 2009**, for a public opening. The bid must be date/time stamped by the Office of Strategic Procurement in order to be considered. Bidders are strongly encouraged to submit bids in advance of the due date/time to avoid the possibility of missing the 2:00 deadline due to

unforeseen circumstances. Bidders assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. A postmark on or before the due date WILL NOT substitute for receipt of bid. In the event of suspended University operations, the bid opening will be rescheduled for the next business day at the same time and location. Bidders may wish to call (207) 973-3298 to determine if University operations have been suspended. Bids received after the due date and time will be returned unopened. Additional time will not be granted to any single bidder, however, additional time may be granted to all bidders when the University determines that circumstances require it. **FAXED OR E-MAIL BIDS WILL NOT BE ACCEPTED.**

1.9 Pre-Bid Site Visit: Before submitting a bid, the University strongly suggests that vendors visit all work sites to become fully acquainted with existing conditions, facilities, difficulties and restrictions. Site visits should be coordinated through the USM Facilities Management Department by calling Brett Hallett at 207-780-4658. Campus maps are available on the web at: <http://www.usm.maine.edu/generalinfo.htm#maps>.

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

| | | | |
|------------|--------------|-----------|---------|
| From _____ | June 9, 2009 | 2:00 p.m. | 19-09 |
| Name | Due Date | Time | Bid No. |

1.11 Bid Understanding: By submitting a bid, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.

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

1.13 Debarment: Submission of a signed bid in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.

1.14 Bid Validity: Unless specified otherwise, all bids shall be valid for sixty (60) days from the due date of the bid.

1.15 Errors: Bids may be withdrawn or amended by bidders at any time prior to the bid opening. After the bid opening, bids may not be amended. If a significant mistake has been made by an apparent low bidder, the bidder will be given the option of selling at the price given or withdrawing the bid. If an extension error has been made, the unit price will prevail.

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Administration:** The USM Recycling Coordinator or his designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract.

For day to day activities associated with this contract:

Contact Person for All Locations (Schedules I, and II):

Brett Hallett
Recycling Coordinator
University of Southern Maine
25 Bedford St.
Portland ME 04104
(207) 780-4658
Cell Phone: 207-838-3194
E-mail: bhallett@usm.maine.edu

Secondary Contact:

Roger Guillerault
Executive Housekeeper
University of Southern Maine
25 Bedford St.
Portland, Maine 04104
(207) 780-4677
Cell Phone: 207-671-2616
E-mail: rogerg@usm.maine.edu

Preferred method of communication is e-mail

- 2.2 **Contract Documents:** If a separate contract is not written, the Contract entered into by the parties shall consist of the RFB, the signed bid submitted by the Contractor, the specifications including all modifications thereof, and a purchase order, all of which shall be referred to collectively as the Contract Documents.
- 2.3 **Contract Modification and Amendment:** The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Office of Strategic Procurement. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.4 **Contract Term:** The initial term shall be for a period of three (3) years beginning July 22, 2009. With mutual written agreement from the parties this Contract may be extended for two (2) additional one-year periods.
- 2.5 **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.
- 2.6 **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.

- 2.7 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 Contract Administrator.
- 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 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.
- 2.11 Equal Opportunity: In the execution of the Contract, the Contractor and all subcontractors agree, consistent with University of Maine System policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request.
- 2.12 Sexual Harassment: The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees.

Failure to comply with this policy could result in termination of this Contract without advance notice. Further information regarding this policy is available from the Executive Director, Office of Diversity and Equity, 246 Deering Ave., Law Bldg, Portland, ME, (207) 780-5094, TTY: 866-783-6461.

- 2.13 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

- 2.14 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.
- 2.15 Invoices/Payment: The Contractor shall furnish separate monthly invoices for each schedule. Invoices shall be mailed to the contact person at each location. Payment will be upon submittal of an invoice on a Net 30 basis unless discount terms are offered. Invoices **must** include a purchase order number, location, size and frequency of pick-up for each container. All invoices will include a copy of the waste tipping slips. Waste will be billed directly through Eco-Maine or the facility designated by the Contract Administrator.
- 2.16 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.
- 2.17 Cancellation/Termination: If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, places University students or employees at significant risk of harm, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within five (5) 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. Except for such cancellation for cause by the University, either the University or the Contractor may terminate this Contract by giving thirty (30) calendar day 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.

SECTION THREE

3.0 PERFORMANCE TERMS AND CONDITIONS:

- 3.1 Condition and Care of Property and Protection of the Work: The Contractor shall continuously maintain adequate protection of all work covered by the Contract from damage or loss and shall protect the property from injury or loss arising in connection with this Contract, and shall make good any such damage, injury or loss. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents. This shall include Contractor clean-up of any fluid (oil, hydraulic, etc.) spills from the Contractor's vehicle(s).
- 3.2 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 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 of the Contract Administrator.
- 3.3 Parking Regulations and Use of Walkways: The Contractor's vehicles and those of their employees working on campus must be registered with the Parking and Transportation Services. Unregistered vehicles on the University campus are subject to a parking violation ticket and/or towing off campus. Contractors are advised that parking regulations are strictly enforced by campus police. Towing will be at the Contractor's expense. A copy of regulations can be obtained by calling Parking and Transportation Services.
- 3.4 Permits: The Contractor will procure and maintain, at its expense, all permits, licenses or other authorities necessary for the lawful performance of this Contract.
- 3.5 Location of Work: Single stream recycling removal services are required at the following University of Southern Maine locations:
- Schedule I: Portland Campus, 25 Bedford Street
Schedule II: Gorham Campus, 39 College Avenue
- 3.6 Additions, Deletions: The addition and deletion of containers at each location may be made, in writing, by the Contract Administrator or his/her designee. All additions, deletions, and changes made will be considered a part of this agreement.
- 3.7 Hours: The Contractor must pick-up containers between 6:00 a.m. and 2:00 p.m. local time.
- 3.8 Disposal: Recycling must be disposed of in accordance with State regulations and the regulations of the town(s) where the containers are located.
- All materials will be taken to a facility designated by the Contract Administrator.
- 3.9 Housekeeping: Contractor will be responsible for cleaning up all spillage from vehicle or container.
- 3.10 Pick Up: Pick up service will be on an "on call" basis. The University's contact person will be responsible for notifying the Contractor by phone that service is needed. The containers must be picked up within twenty-four (24) hours of the Contractor being notified that service is needed. If the containers are not picked up with-in twenty-four (24) hours the University reserves the right to secure other services as deemed necessary to haul the waste.

SECTION FOUR

4.0 SUBMISSION REQUIREMENTS:

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

4.1 Business Profile:

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

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

4.2 Pricing: The bid shall be in the form of a firm price for each line item for the initial (three (3) year) term of the Contract. Fuel surcharges will **NOT** be allowed. After the initial contract term the Contractor may provide updated pricing for each one-year extension period. The University reserves the right to accept or reject the Contractor's offer. If rejected, the Contract will be re-bid. The bid price shall include charges for transportation, insurance, and all other costs. **Charges not specified in the bid will not be honored.**

SCHEDULE I – Portland Campus (University Owned)

| <u>Location</u> | <u>Qty</u> | <u>Size</u> | <u>Collection</u> | <u>per Pick-up</u> |
|-----------------|------------|-----------------------------|-------------------|--------------------|
| 25 Bedford St. | 1 | 30 yard Breakaway Container | On Call | \$ _____ |
| Cleaning | | Once per Year | | \$ _____ |

SCHEDULE II – Gorham Campus (University Owned)

| <u>Location</u> | <u>Qty</u> | <u>Size</u> | <u>Collection</u> | <u>per Pick-up</u> |
|-----------------|------------|-----------------------------|-------------------|--------------------|
| 39 College Ave. | 1 | 30 yard Breakaway Container | On Call | \$ _____ |
| Cleaning | | Once per Year | | \$ _____ |

4.3 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.

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)