



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR PROPOSALS

WASTE HAULING
University of Southern Maine (USM)

RFP # 30-12

ISSUE DATE:
May 1, 2012

MANDATORY PRE-PROPOSAL MEETING:
Thursday, May, 17, 2012 at 2:00 p.m.

PROPOSALS MUST BE RECEIVED BY:
May 24, 2012

DELIVER PROPOSALS 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 on behalf of the University of Southern Maine is seeking proposals for the provision of waste hauling services.

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.

- 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: This RFP has eight (8) schedules covering waste hauling/removal for USM's Portland, Gorham and Lewiston-Auburn campuses. The University intends to award contract(s) to Contractor(s) on a schedule by schedule basis. The University has a preference to simplify operations by awarding contracts to as few Contractors as possible to meet the goals/needs of the waste management program while keeping costs down.

Waste Reduction Goals

- Reduce overall waste across all three campuses: Portland, Gorham and Lewiston
 - Increase the amount and quality of single stream recyclables collected on all three campuses
 - Discover new opportunities for waste reduction
 - Develop innovative handling methods and new outlets for materials
 - Build community, engagement, and awareness around issues related to waste
- 1.4 Evaluation Criteria: Proposals will be evaluated on many criteria deemed to be in the University's best interests, including, but not limited to:
- Cost;
 - Frequency of pickup during the school year;
 - Method of on-site storage between pick-ups and associated costs, if any;
 - List of materials accepted and list of materials that need to be excluded, if applicable;
 - Availability of on-call summer or school break pickups;
 - Location(s) where waste will be taken and method(s) of recycling;
 - Ability to help the University meet its waste reduction goals;
 - Competitiveness for multiple schedules
- 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. 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

- 1.6 Award of Proposal: 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 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 reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of proposals. The University reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the University. The University may cancel this Request for Proposals or reject any or all proposals in whole or in part. The University reserves the right to not award one or more schedule(s). 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 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 Confidentiality: The information contained in proposals submitted for the University's consideration will be held in confidence until all evaluations are concluded and an award has been made. At that time, 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.
- 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 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 #30-12

- 1.14 Proposal Submission: A **SIGNED** original and four (4) copies of the proposal must be submitted to the Office of Strategic Procurement, University of Maine System, 16 Central Street, Bangor, Maine 04401, in a sealed envelope by **Thursday, May 24, 2012**, 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 #30-12

Where possible, all materials submitted should be fully recyclable. Submissions shall be on standard 8.5 x 11, letter-sized paper and be clipped together without binding.

- 1.15 Pre-Proposal Conference: A conference will be held on Thursday, May 17, 2012 at 2:00 p.m. local time in room 102, Multipurpose Room, at the Wishcamper Center, 34 Bedford Street, on the Portland Campus. Free parking is available to visitors in the USM Parking Garage. 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 **mandatory**. Firms planning to attend this pre-proposal conference should contact Hal Wells at 207-973-3302 or hcwells@maine.edu no later than 2:00 p.m. local time on Wednesday, May 16, 2012, with the names and titles of the individuals who will attend.

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Administration:** The Office of Sustainable Programs, Facilities Management, USM or its 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 RFP, the signed proposal submitted by the Contractor, 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 initial term shall be for a period of three (3) years commencing upon July 1, 2012. With mutual written agreement of the parties this Contract may be extended for two (2) additional one-year periods.
- 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, volume, services rendered, etc.
- 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 seven (7) 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 ninety (90) 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 **Clarification of Responsibilities:** If the Contractor needs clarification of or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from the Contract Administrator.
- 2.10 **Litigation:** This Contract and the rights and obligations of the parties hereunder shall be

governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Maine.

- 2.10 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 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.
- 2.12 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.
- 2.13 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 Office of Equity and Compliance, 222 Deering Avenue, Portland, ME, (207) 780-5510.
- 2.14 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.
- 2.15 Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability (Written on an Occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
2. Vehicle Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
3. Workers Compensation	Required for all personnel (In Compliance with Applicable State Law)

The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above insurance shall be filed with:

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 statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

As additional insured and certificate holder, the University should be included as follows:

University of Maine System
16 Central Street
Bangor, Maine 04401

- 2.16 Smoking Policy: The University 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.
- 2.17 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.
- 2.18 Payments: Payment will be upon submittal of an invoice to the address shown on the purchase order(s) by the Contractor on a Net 30 basis unless discount terms are offered. Invoices must include a purchase order number. The University is using several, preferred methods of payment: PCard (Visa); Bank of America's ePayables and PayMode electronic payment systems. Please indicate your ability to accept payment via any or all of these methods.

SECTION THREE

3.0 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.

3.1 Business Profile:

3.1.1 **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.

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

3.2 Explain how you will aid the University's Sustainability Team in raising awareness and communicating the Sustainability Team's efforts with the University and outside community.

3.3 Suggest any other services or methods that you may be able to provide in order to help the University in its efforts to reduce waste and expand recycling.

3.4 Payment Method: Indicate your ability to accept electronic payments. (Section 3.3)

3.5 References: Submit three references 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 and telephone number.

3.6 Pricing: 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 price shall include charges for rental of containers, collection costs, disposal or tipping fees, transportation, insurance, and all other costs. **Charges not specified in the bid will not be honored.**

SCHEDULE I – Portland Campus (University Owned) – 25 Bedford St. Portland, Maine 04104. Municipal solid waste generated in the City of Portland must be hauled to EcoMaine’s Waste to Energy Incinerator by Portland ordinance. Single Stream recycling created on the Portland campus, as per University Contract, must be hauled to EcoMaine’s recycling facility until at least January 2013.

<u>Location</u>	<u>Qty</u>	<u>Size</u>	<u>Collection</u>	<u>per Pick-up</u>
25 Bedford St.	1	40 yard Self Contained Compactor (trash)	On Call	\$_____
25 Bedford St.	1	40 yard break-away Compactor (Single stream recycle)	On Call	\$_____
Cleaning		Twice per Year		\$_____

SCHEDULE II – Gorham Campus (University Owned) – 39 College Ave., Gorham, Maine 04038, Municipal solid waste generated in the Town of Gorham must be hauled to EcoMaine’s Waste to Energy Incinerator by Gorham ordinance. Single Stream recycling created on the Gorham campus, as per University Contract, must be hauled to EcoMaine’s recycling facility until at least January 2013.

<u>Location</u>	<u>Qty</u>	<u>Size</u>	<u>Collection</u>	<u>per Pick-up</u>
39 College Ave.	1	35 yard break-away Compactor (trash)	On Call	\$_____
39 College Ave.	1	40 yard Self Contained Compactor (Single stream recycle)	On Call	\$_____
Cleaning		Twice per Year		\$_____

SCHEDULE III – Lewiston Auburn Campus - 51 Westminster St., Lewiston, Maine.

<u>Location</u>	<u>Qty</u>	<u>Size</u>	<u>Collection</u>	<u>per Pick-up</u>
51 Westminster	1	8 yard (trash)	Once/Week	\$_____
51 Westminster	1	4 yard (trash) (Single stream recycle)	Once/Week	\$_____
Additional charge for extra pick-up			8 yard	\$_____
			4 yard	\$_____

The container and pick-up schedule described above is the current waste collection system at the Lewiston Auburn campus. Bidders are encouraged to propose a more cost-efficient and effective method. Please use a separate page and mark the submission Schedule III Option.

SCHEDULE IV – All campuses, as needed, on-call. On-call containers for miscellaneous bulky materials for recycling or disposal. Container sizes shown below are for comparison purposes only. The University may need containers others than those shown below.

<u>Location</u>	<u>Size</u>	<u>Delivery</u>	<u>Monthly</u>	<u>Haul</u>	<u>Tipping</u>
Portland	30 yard roll-off container	\$_____	\$_____	\$_____	\$_____
	8 yard dumpster	\$_____	\$_____	\$_____	\$_____
Gorham	30 yard roll-off container	\$_____	\$_____	\$_____	\$_____
	8 yard dumpster	\$_____	\$_____	\$_____	\$_____
Lewiston Auburn	30 yard roll-off container	\$_____	\$_____	\$_____	\$_____
	8 yard dumpster	\$_____	\$_____	\$_____	\$_____

SCHEDULE V – Portland and Gorham, Special Material Recycling

<u>Location</u>	<u>Size</u>	<u>Delivery</u>	<u>Monthly</u>	<u>Haul</u>	<u>Tipping</u>
Portland	15 yard open can For clean wood	\$_____	\$_____	\$_____	\$_____
Gorham	15 yard open can For metal (Schnitzer)	\$_____	\$_____	\$_____	\$_____
Gorham	15 yard closed container For clean wood	\$_____	\$_____	\$_____	\$_____

SCHEDULE VI – Food Waste, Gorham only. Suggest method, schedule and cost for removal of food waste. For more information about volumes of food waste, refer to Attachment A.

Address each of the following:

- Cost
- Frequency of pickup during school year
- Method of on-site storage between pickups and associated costs, if any
- List of materials accepted and list of materials that need to be excluded, if applicable
- Availability of on-call summer or school break pickups
- Location where waste will be taken and method of recycling

SCHEDULE VII – Waste Fryer Oil, Portland and Gorham. Suggest method, schedule and cost for removal of food waste. For more information about volumes of waste fryer oil, refer to Attachment A.

Address each of the following:

- Cost
- Frequency of pickup during school year
- Method of on-site storage between pickups and associated costs, if any
- List of materials accepted and list of materials that need to be excluded, if applicable
- Availability of on-call summer or school break pickups
- Location where waste will be taken and method of recycling

SCHEDULE VIII – Universal & Electronic Waste. On-call pick-ups at our central accumulation facility, 501 Forest Avenue, Portland, ME. The facility has loading dock access. The University will package and palletize the waste. For current estimates of outgoing universal and electronic waste, see Attachment B.

Address each of the following:

- Pick-up charge
- Fuel charge
- Fees for packaging supplies
 - 4-foot fiber drums
 - 5-gallon plastic pails
- Per piece or pound charge for:
 - CRT Monitors
 - Flat panel monitors
 - Televisions
 - Peripherals
 - Mixed electronics
 - Alkaline batteries
 - CFL's
 - HPS lamps
 - MH lamps
 - Fluorescent 4'
 - Fluorescent 3'
 - Fluorescent 2'
 - Fluorescent U-tube
 - Fluorescent Circline
 - Printers
 - Copiers
 - Crushed lamps
- Frequency of pickup during school year
- Method of on-site storage between pickups and associated costs, if any
- List of materials accepted and list of materials that need to be excluded, if applicable
- Availability of on-call summer or school break pickups
- Location where waste will be taken and method of recycling

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)

ATTACHMENT A

Recycling of Food Waste and Used Fryer Oil

These numbers are based on current trends from the 2011 – 2012 school year (end of August through beginning of May, not including 2-week Winter Break period during December & January). Amounts and storage of these materials may change as our program changes. Volume is not guaranteed. We welcome assistance in further developing this program on our campuses.

Food Waste:

Gorham generates approximately 500 pounds of pre- and post-consumer food waste from the Brooks Dining Hall per day, Monday through Friday during the school year. Approximately 250 pounds per day are generated on Saturdays and Sundays. These weights of food scraps include meat and dairy, but do not include napkins, PLA to-go containers, or other compostable materials generated on campus.

Portland is not currently collecting food waste

Fryer Oil:

Portland generates 20 gallons a month

Gorham generates 65 gallons a month

ATTACHMENT B

The data provided below is from the previous two years of Universal Waste shipments. In 2011 the University began using different data collection methods, hence the different formats between the two years.

Shipments have traditionally been quarterly. Pick-ups would be on-call at our central accumulation facility, 501 Forest Avenue, Portland. This building has loading dock access. The University will package and palletize waste in preparation for pickups.

2010

Month	Electronics	Batteries	Lamps	Ballasts	
March	0.8	0.01	0.39		
June	1.14		0.17		
September	1.83	0.03	0.32	0.19	
November	0.55	0.01	0.68		
Tons	4.32	0.05	1.56	0.19	

2011

	ED	BT	H	PCB	CRT
	700	50	117.6	35	60
	760	100	168.5		150
	1500	115	194.4		450
	1285	115	94.56		1080
	675	120	565.44		1000
Year Total Pounds	4920	500	1140.5	35	2740
Year Total Tons	2.46	0.25	0.57025	0.0175	1.37