

MULLINS CENTER

Request for Bid # MC 005



General Information

The William D. Mullins Center is a multipurpose, 10,500 seat facility on the campus of the University of Massachusetts, Amherst. The Mullins Center is managed by Global Spectrum.

Invitation to Bid

Bid is for special landscaping and snow removal for the 2008- 2009 season. The Contractor shall furnish all labor, materials, equipment, and services to fulfill the scope of work specified below:

Service to include all of the following for snow removal:

- **Designated Plowing Areas:** All parking areas, main drives, entrances, exits, and fire lanes will be plowed prior to 7:00am, weather permitting.
- **Snow Accumulation:** Snow plowing shall be done immediately after there has been an accumulation of one (1) to three (3) inches of snow on designated areas to be plowed. In the event of a continuous snowstorm, service shall be done as required to keep main areas free of new, blowing, or drifting snow. Contractor shall commence plowing prior to the accumulation of three (3) inches of snow if it is deemed necessary to assure proper access to and exiting from designated areas during high traffic times.
- **Sidewalks:** All entrances / exits, perimeters to and from buildings, will be shoveled or blown full width, being careful not to pile any snow on expensive bushes or shrubbery whenever possible.
- **Salting:** Contractor must use 'Safe Step (53750) Pro Series 750 MGCL2' for all de-icing or salting that must be done.
- **Contractor Shall:**
 - 1. Not move snow or ice within 4 feet of any vehicles parked adjacent to designated or problem areas
 - 2. Not pile snow onto any existing fire hydrants and storm drains in an effort to keep areas free of snow and ice which will help prevent ice patches
 - 3. Show all curbs when possible
 - 4. Make every effort to push snow back as far as possible in an attempt to limit the need for snow hauling from the premises
 - 5. Comply with any and all city ordinances relating to snow removal
- **Event Schedule:** In addition to the normal business hours, a schedule of events for the Mullins Center will go on. During those events, the facility will need to be maintained and cleared of snow, sleet and freezing rain. These areas will need to be kept cleared up to 1 hour after an event at the facility. 'Safe Step Ice Melt' needs to be in place, weather permitting, during the business day which is 9 am to 5 pm Monday thru Friday and along with before and during an event at the facility in which a schedule will follow. Then at the start of the next business day the facility will be cleared of the elements, weather permitting.
- **Mullins Center Main Plaza:** This area needs special attention. Weight limits (100 lbs per square foot; nothing over 7000 lbs) will not allow all trucks to drive onto the plaza area. Also, with the special design of the bricks and cement work, plows are NOT permitted for snow removal on the Plaza area. The Mullins Center recommends the use of snow blowers or alternative means to remove snow from this area. Site visits are available and alternate methods of removing snow should be submitted with the bid as separate line items and must be approved by Global Spectrum and the Mullins Center.

Service to include all of the following for special landscaping:

- Maintain lawns at both facilities (Practice Rink and Mullins Center). Spring clean-up in early spring which will include the following: the removal of dead branches, leaves and any trash. Fall clean-up in late fall, which will consist of the removal of leaves, branches and trash. The successful bidder will be responsible for the winterization and spring start up of the sprinkler system which shall include the visual inspection of the sprinkler heads along with making sure the system is drained for winter. In addition, the successful bidder shall maintain the trees, shrubs and mulch in the beginning of the spring season, and maintain the mulch areas during the summer months. The trees and the shrubs need to be pruned so that they are not obstructing Commonwealth Ave., the parking lot at the rear of the facility, and the walk areas to and from the facility. Lawns need to be serviced as needed, which will consist of cutting and seeding and kept clear of trash at Global Spectrum's discretion. All landscaping that was put in during the construction of the new North Plaza is now the responsibility of the awarded bidder. This includes maintaining current landscaping, and any change or addition will be at the request of Global Spectrum.

Bid Submission and Timetable

All bidders need to complete the Bid Response Form on page 5 and include it with the list of all costs to meet specifications. Two (2) sealed bids must be received by the Mullins Center, Snow Removal/Landscaping RFB, 200 Commonwealth Avenue, Amherst, MA 01003, Attention: J.R. Westveer, no later than 2:00pm on **4/14/08**, at which time they will be publicly opened and read. Bids that have not arrived at the Mullins Center by that time and date will not be opened or considered. Faxed bids will be accepted and must be followed up with a hard copy within (5) business days. Once received, faxed bids will be sealed in an envelope; date/time stamped and put in the bid file until bid opening deadline. The Mullins Center Fax number is 413-577-2113. Faxed bids are not recommended unless time is a factor.

Any questions regarding this bid must be submitted in writing by April 4, 2008 at 5:00PM via fax at 413-577-2113 or hard copy to Mullins Center, Snow Removal/Landscaping RFB, 200 Commonwealth Avenue, Amherst, MA 01003, Attention: J.R. Westveer. Responses to questions will be sent to all bidders of record on April 8, 2008.

If any bidder would like to tour the premises, please make arrangements with J.R. Westveer at 413-545-3129.

Bid Criteria Selection

The award will be made to the bidder who in the opinion of the Mullins Center best meets the selection criteria as follows listed in rank order of importance:

1. Cost
2. Best meets specifications
3. Landscaping and snow removal experience
4. Quality and performance of previous work, including references

Terms & Conditions

1. **ACCEPTANCE:** The contractor, by accepting this contract, agrees to all the terms & conditions specified herein, on the reverse side or on attachments and on any bid inquiry that may have preceded this award. Direct all correspondence relative to this contract to the attention of Global Spectrum offices on the University of Massachusetts, Amherst campus at the Mullins Center, room 205. Prices cannot be altered during the term unless that was a condition of the Contractor's bid. Unless otherwise stated, unit prices are inclusive of all costs.
2. **TERM:** This contract shall commence April 14, 2008 and be in effect until April 14, 2009.
3. **SHIP TO:** To insure that delivery is made to the correct location, please address all shipments as noted on the face of this order. All correspondence, packages, and invoices must indicate the purchase order number and be sent c/o Global Spectrum to the delivery address as indicated on this order.
4. **DELIVERY:** Deliveries shall be strictly in accordance with the schedule set out or referred to in the order and in exact quantities ordered. Contractor shall not be liable for delay in delivery due to causes beyond their control and without Contractor's fault or negligence, provided that the Contractor exercises due diligence in promptly notifying Global Spectrum of conditions that may result in delay. Further, if the Contractor's delay is caused by the fault or negligence of a subcontractor or supplier, such default arises out of causes beyond the control of both Contractor & subcontractor or supplier & without the fault of negligence of either party & where the supplies or services to be furnished by the subcontractor or supplier were not obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
5. **F.O.B. DESTINATION, FREIGHT PREPAID (DELIVERED) UNLESS OTHERWISE SPECIFIED.**
6. **INSPECTION OF GOODS:** Global Spectrum shall have reasonable time after delivery to inspect goods delivered or services rendered under this contract and to reject or revoke acceptance of any not conforming with their terms of this agreement. Rejected goods will be returned to the Contractor at the Contractor's expense. Rejected services will be reworked and all costs associated with the rework will be charged to the Contractor.
7. **SUBSTITUTION OF GOODS:** Goods not conforming to this contract will not be accepted. Global Spectrum must approve any substitution of non-conforming goods prior to shipment (in writing.)
8. **MATERIAL SAFETY DATA SHEETS:** Contractor will submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance (as defined by applicable laws & regulations) shipped against this order.
9. **CONTRACTOR'S WARRANTY:** Contractor warrants & covenants that the subject merchandise complies with all applicable federal, state & local statutes, rules & regulations for the installation & use of said merchandise for the purpose said merchandise is being purchased or rented.
10. **PAYMENT:** All invoices against this purchase order must be sent to Global Spectrum at the University of Massachusetts, Mullins Center, room 205, Amherst, MA 01003 and must indicate Global Spectrum's PO number.
11. **DEFAULT:** In the event of default by the Contractor, including failure to deliver any item ordered within a reasonable time after acceptance of the this contract or if Global Spectrum rightfully rejects the goods or services or revokes acceptance, Global Spectrum may without waiving any other remedy permitted by law, make covering purchases of goods or services and hold Contractor liable for all additional costs incurred. Further, Global Spectrum, at its option, may be relieved of any duty to accept such items as are subsequently delivered pursuant to this contract.
12. **CANCELLATION:** Global Spectrum may cancel this order without liability for damages or otherwise, in the event that the Contractor becomes insolvent or makes an assignment for the benefit of creditors, or a petition is filed to declare Contractor bankrupt or notwithstanding the preceding "Delivery" provision, if delivery is not made within the time specified or a reasonable time where no time is specified, or if the quantity or quality of the articles delivered is not as specified herein.
13. If this ensuing contract does not agree with Contractor's quotation, contact Global Spectrum before performance begins. Prior to performance Global Spectrum may require additional information from the Contractor to insure the vendor is qualified & the product or service offered will meet the need for which it is intended.
14. **BID RESULTS & THE RIGHT TO SPLIT AWARDS:** Bid results will not be automatically transmitted to every bidder. It is the bidder's responsibility to contact Global Spectrum at the Mullins Center to review the bid results & award. Global Spectrum reserves the right to split awards, if deemed by management to be in the best interest of the University. If a split award is unacceptable to the bidder, it must be so stated in the bid submitted.

15. The Contractor agrees to protect, defend & save Global Spectrum harmless against any demand for payment for the use of any potential material, process, article or device that may enter into the manufacture, construction, or form a part of the work covered by this agreement.

16. Each contractor must certify under penalties of perjury that they have filed all state returns & paid all state taxes as required by law.

17. The terms of this contract cannot be modified, altered or changed without the specific written approval of Global Spectrum.

18. **INSURANCE:**

A. Prior to contract award, the Contractor shall provide a certificate of insurance showing coverage for Worker's Compensation in accordance with provisions of Massachusetts General Laws, Chapter 438, Acts of 1938.

B. Prior to contract award, the Contractor shall provide a certificate of insurance showing the Firm Maintains without deductibility, Contractor's Public Liability and Property Insurance and Contractor's Protective Public Liability and Protective Property Damage Liability Insurance in not less than the following amounts:

<u>Bodily Injury</u>		<u>Property Damage</u>	
Each Person	Each Accident	Each Accident	Aggregate
\$500,000	\$1,000,000	\$500,000	\$500,000

BID RESPONSE FORM

RFB# MC005 Snow Removal and Special Landscaping for Mullins Center

Date: _____

Name of Firm: _____

Title of Principal Officer: _____

Signature: _____

Type/Print: _____

Title: _____

Address: _____

Telephone Number: _____ **Fax Number:** _____

Brief History of Company and Similar Client List which may be called upon for reference: