

SALEM STATE UNIVERSITY

INVITATION TO BID
THIS IS NOT AN
ORDER

1. The university is an agency of the Commonwealth of Massachusetts and is exempt from any State tax or Federal excise tax
2. Unless otherwise stated, the unit price shall be the net price. Separate unit and total prices must be shown if applicable.
3. Unless otherwise stated, all quoted prices shall be FOB university address inside delivery.
4. Responses must be received on or before **Friday, December 7th, 2018 by 3:00 p.m. in the Purchasing Department, Salem State University, Administration Building, 2ND Floor, 352 Lafayette Street, Salem, MA 01970-5353, at which time there will be a public opening. FAX to 978-542-6164 or scanned copies will be accepted at ewilson@salemstate.edu**
5. Submit one (1) original if mailing, Electronic submissions preferred, Fax submissions accepted
6. Salem State University reserves the right to waive informalities and to reject any and all bids; or to accept the bid deemed best for the Commonwealth
7. For additional information:
Rui Sousa, Assistant Director, Facilities
Salem State University, 267 Canal Street, Stanley Building 220, Salem, MA 01970
Phone: 978-542-7167 Email: rsousa@salemstate.edu
8. Responses must be submitted to:
Evelyn Wilson, C.P.M., Director of Purchasing
Salem State University, 352 Lafayette Street, Administration Building, 2nd Floor, Salem MA 01970
Phone: 978-542-7321 Email: ewilson@salemstate.edu
9. Reference: **RFP 2019-02 Lawn Cutting & Landscaping**

SPECIFICATIONS	UNIT PRICE	TOTAL PRICE
See Attached Specifications		

EQUAL OPPORTUNITY

The contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, color, religious creed, national origin, and/or ancestry. The contractor agrees to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination with respect to the Fair Employment Practice laws of the Commonwealth which are herein made of this contract reference.

Vendor Information

 COMPANY

 ADDRESS

 CITY STATE ZIP

 TELEPHONE

 AUTHORIZED SIGNATURE

 NAME TITLE

 FEDERAL EMPLOYER'S ID CODE 9DIGITS

SALEM STATE UNIVERSITY
Form for General Bid for Landscaping and Lawn Cutting Services
(To be completed and attached to Invitation to Bid Cover Sheet)

Bid Submission Requirement

All bids are to be delivered to the place specified no later than the time specified on the proposal forms. All bids shall be properly signed, enclosed in an envelope, sealed, and plainly marked on the outside of the envelope, indicating the bid number. The bid shall be signed by an individual authorized to bind the bidder to the proposed contractual arrangement. Salem State University reserves the right to reject any and all bids, and to waive any informality in bids received when such rejection or waiver is in the best interest of Salem State University.

The attached Lawn Cutting Bid Task Unit Pricing Schedule and Landscaping Bid Task Unit Pricing Schedule MUST be completed and attached to the bid.

Walkthrough

A walkthrough has been scheduled for Thursday, November 29, 2018 at 10:00 a.m. You will meet in the lobby of the Stanley Building located at 70 Loring Avenue, Salem, MA 01970, Please plan on attending. Rui Sousa, Assistant Director, Facilities, will conduct the walkthrough.

Bid Opening

The bids will be opened on **Friday, December 7th, 2018 at 3:00 PM** in the Purchasing Department, located on the second floor in the Administration Building, 352 Lafayette Street, behind the Sullivan Building.

Contract

The successful bidder shall be required to sign a Commonwealth of Massachusetts Standard Contract, which can be found at <http://www.mass.gov> and typing Commonwealth of Mass Standard Contract in the search box. A Commonwealth of Massachusetts Terms and Conditions will also require signature and can be found at <http://www.mass.gov> by typing Commonwealth of Mass Terms and Conditions in the search box.

Length of Contract

The contract shall be for a period of three years beginning January 1, 2019 and concluding on December 31, 2022 with the option to extend for two (2) one (1) year extensions.

Extension of Contract

This contract may be extended by Salem State University for two additional one-year periods only under the terms and conditions of the original contract except as stated in 1 and 2 below. Such written notice shall be given (approximately 60 days) prior to the expiration date of each contract period.

1. If Salem State University elects to exercise the option to extend the contract for an additional one-year period, the contract price(s) for the additional year shall be the contract price(s) of the last year of the original contract.
2. If during the first one-year extension Salem State University elects to exercise the option to extend the contract for the second additional one-year period, the contract price(s) for the second additional one-year period shall be equal to the contract price(s) of the first one-year extension period.

Obligation of Bidder

At the time of the opening of bids, each bidder will be presumed to have inspected the sites and to have read and to be thoroughly familiar with the specifications and bidding documents, including all addenda. The failure or omission of any bidder to receive or examine any form, instruments or documents shall in no way relieve any bidder from any obligations in respect to his/her bid.

References

Provide at least (4) references that are satisfactory to the University and will serve to illustrate the ability of the firm to act as the primary contractor to accomplish landscape services in accordance with this specification. References used for this purpose shall be public agencies, commercial or industrial accounts that the firm has provided service for while serving in the capacity as the “primary” contractor versus a sub-contractor and has maintained a contractual work agreement for accomplishing services for a period of not less than twelve (12) consecutive months.

Representation

Salem State University, Assistant Director, Facilities, or his/her designee, shall act as representative for Salem State University in any negotiations and/or disputes with regard to this contract.

Supervision

The Assistant Director, Facilities, or other designated person shall be responsible for observing the contracted work for compliance or noncompliance with the specifications.

Superintendence by Contractor

The Contractor shall be responsible for all work means, methods, techniques, sequences and procedures, and for coordinating all portions of the work under the contract except where otherwise specified in the contract documents.

Contractor's Personnel

The Contractor shall use trained personnel who are directly employed/supervised by the Contractor. Contractors must conform to "Salem State University's Worker's Specifications" (Attachment A).

Safety

The Contractor must be able to ensure adherence to proper safety precautions and requirements needed to do the job. The Contractor is responsible to supply all safety equipment as needed to perform the work.

Sub-Contracting

The Contractor shall not sub-contract or sublet any portion of the work without the consent of the Assistant Director, Facilities, or his/her designee.

Permits and Licenses

The Contractor shall be responsible to obtain any necessary permits, as/if required, for work directed under this contract. Payments for such will be made on the basis of billed cost to the Contractor. This pay provision relates to permits that are exclusive, and a "one-time use" type permit for work performed under this contract.

Hours of Work

It is intended that the Contractor shall accomplish the majority of work during normal business hours and on a straight time basis. Work shall not be accomplished on an overtime basis unless prior approval has been obtained from the Assistant Director, Facilities, or his/her designee.

Working Time

Charges incurred by the Contractor for the time spent in transit (portal-to-portal) from the Contractor's place of business to the job site and back are not part of this Contract and will not be paid by the University. Computation of the number of hours worked shall include only those hours spent at the job site, excluding meal times.

Inspection

- A. The University Assistant Director, Facilities, or his/her designee reserves the right to inspect any and all work in progress or completed. Any omission on the part of the University representative to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of any such work or material. If any defective work or material is found during inspection the Contractor shall remove or repair, at his/her own expense. Such defective work or material rejected shall be repaired and/or replaced at no cost to the University.
- B. If the Contract documents, the Owner's or his/her agent's instructions, or laws, ordinances or regulations of any public authority require any work to be tested or

approved, Contractor shall give the Owner or his/her agent timely notice of its readiness for inspection by the proper authorities. If any such work shall be covered up without approval or consent, it must, if required by the Owner or his/her agent or other proper authorities, be uncovered for examination at the Contractor's expense.

Report

The Contractor shall maintain and keep current a summary report that will reflect cumulative dollar figures for items invoiced. This report shall be made available to the University, upon request, and shall reflect cumulative dollar figures for each wage/labor Contractor cost and applicable markup for materials and costs for equipment rental.

Charges for Equipment Rental

Any equipment which is rented by the Contractor in the performance of this contract shall be considered part of this contract for pricing purposes.

Service Contract

The University reserves to right to change the service requirements at any time.

All work must be performed within the confines of the City of Salem Noise Ordinance.

No work shall be scheduled or undertaken on Sundays, or legal holidays without prior approval of Salem State University.

Prices are to remain firm during the contract period.

Rejection of Proposal

The University reserves the right to cancel and terminate the contract in the event that services provided by the Contractor prove to be unsatisfactory.

Payment Terms

The University prefers to enter into terms that are 2%/10 or 1%/15. Please indicate your willingness to accept these payment terms. (The University will commit to paying invoices within 10 days of receipt for a 2% discount, or 15 days of receipt for a 1% discount).

If the above terms are not agreeable, the default billing will be NET 30.

Prevailing Wage Rates

The Contractor shall pay the prescribed wage rates as determined by the Commonwealth of Massachusetts, Department of Labor and Industries, in accordance with the provisions of M.G.L., Chapter 149, 26 through 27H. A copy of the wage rates to be paid to the workers employed on this Contract is attached (Attachment B). The Contractor must submit weekly certified payroll reports prior to payment of invoices.

Massachusetts Sales and Use Tax

Materials and supplies used in the performance of the work as described in the specifications will be exempt from Massachusetts sales and use tax. The University's Massachusetts Department of Revenue Certification of Exemption Number is 999-089-460. Each bidder shall take the exemption into account in calculating his/her bid for the work. The successful bidder shall take all of the necessary steps to receive such exemption.

Non-Collusion Statement

Submission of bid certifies that under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Insurance

Prior to commencing work, the contractor selected to do the work shall provide Salem State University with a certificate of Workmen's Compensation Insurance showing that he/she has complied with the requirements of Chapter 149, Section 34A, of the General Laws, as amended.

Before commencing work, the Contractor selected to do the work shall furnish Salem State University with a certificate or a true copy of the insurance coverage with the following limits:

For liability for bodily injury, including accidental death \$300,000 for any one person and subject to the same limit for each person, \$500,000 on account of one occurrence.

For liability for property damage other than that caused by operation of motor vehicles, \$100,000 on account of one occurrence and \$300,000 on account of all occurrences.

For property damage covering the operation of motor vehicles, not less than \$100,000. These policies shall be maintained in force during the life of the contract.

Examination of Books and Records-Executive Order 195

"The Governor or his designee, the Secretary of Administration and Finance, and the State Auditor or his/her designee, shall have the right at reasonable times and upon reasonable notice to examine the books, records and other compilations of data of this contractor which pertain to the performance of the provisions and requirements of this contract."

Anti-Boycott Covenant-Executive Order 130

The vendor warrants, represents, and agrees, that if awarded this contract, neither it nor any affiliated company, participates in or cooperates with an international boycott, as defined in Section 999(B)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engages in conduct declared to be unlawful by Section 2 of Chapter 151 E, Massachusetts General Laws. If there shall be a breach in the warranty, representation, and agreement, contained in this paragraph, then without limiting such other rights as it may have the Commonwealth shall be entitled to rescind this contract.

Obligation of Bidder

At the time of the opening of bids, each bidder will be presumed to have inspected the sites and to have read and to be thoroughly familiar with the specifications and bidding documents, including all addenda. The failure or omission of any bidder to receive or examine any form, instruments or documents shall in no way relieve any bidder from any obligations in respect to his/her bid.

Right to Reject Bids

Salem State University reserves the right to reject any and all bids, and may at any time prior to the execution of a contract, and without penalty, notify bidders of a cancellation of the RFP and the rescission of all bids.”

Ability and Experience of Bidder

No award will be made to any bidder who cannot satisfy Salem State University that he/she has sufficient ability and experience in this class of work and sufficient capital and equipment to enable him/her to prosecute and complete the work successfully. The Salem State University decision or judgment on these matters shall be final, conclusive, and binding. Salem State University may make such investigations as it deems necessary, and the bidder shall furnish to Salem State University, under oath if so required, all such information and data for this purpose as Salem State University may request.

Contract

The proposal response, the RFP, the award letter and the Standard Service Contract signed by the Vice President of Finance and Business, shall constitute the contract.

Basis of Award of Contract

Award of this contract shall be made to the bidder offering the best value response no later than thirty (30) calendar days after the proposal opening date. The University reserves the right to award to more than one Contractor if it is in the best interest of the University.

LANDSCAPING

Purpose - Landscaping

It is intended that these specifications be descriptive of the type of materials to be used, the work and labor involved, in order that the landscaped areas under Salem State University's control will be properly maintained so that a good appearance is prevalent at all times.

Scope of Work - Landscaping

In the Spring all debris, leaves, paper and trash that have accumulated shall be picked up, bagged, and removed from University property.

Care shall be taken not to damage tree trunks, buildings, curbs, etc. when landscaping. If damage occurs the maintenance contractor shall repair any damage at *no cost* to Salem State University. All damage is to be reported to Salem State University, regardless of cause.

All work shall be done in accordance to the standard practices of the Associated Landscape Contractors of America.

Landscaping shall include all maintenance of all flower beds, shrub beds, tree pits, and traffic islands.

In the Fall all debris, leaves, paper and trash that have accumulated shall be picked up, bagged, and removed from University property.

Treat grass with organic chemicals.

Knowledge of landscape design and plant materials environmentally compatible to the area is required.

All landscape plantings shall be done at the request of the Assistant Director, Facilities, or his/her designee.

In addition to details specified for each campus, the contractor will furnish all of the necessary labor, supervision, tools, materials, fuel and equipment necessary to complete any of the following tasks; landscape design, plantings, weeding and cultivating of shrub beds, flower beds, and tree pits, pruning trees and shrubs, raking and debris removal, replenishing mulched areas, lawn treatments, and any other tasks normally performed in similar type contracts.

Location and Work to be Done

The work herein specified to be done consists of areas at Salem State University including the North Campus, North Campus Residence Halls, North Campus Old Library Hillside, South Campus, South Campus Residence Halls, O'Keefe Center, O'Keefe Center Inside Field Area,

Central Campus, Central Campus Residence Halls, Central Campus Baseball Field, Cat Cove, Weir Property, Diner and 287 Lafayette Street, 410 Lafayette Street, small grassy area behind Kissable Paws. Work shall be done at the direction of the Assistant Director, Facilities, or his/her designee.

Contractor Requirements - Landscaping

It is “mandatory” that the Contractor be able to meet the following requirements:

The Contractor must be a licensed arborist, has been regularly and actively engaged in the landscaping business, operating under the same business name and business organization structure: and performing the type of work described in the “Scope of Work” for a minimum of five (5) years.

Have a minimum work force consisting of not less than five (5) full-time employees.

Supply list of all equipment owned by your company.

LAWN CUTTING

Purpose – Lawn Cutting

Furnish all labor and materials necessary to provide complete and continuous lawn cutting maintenance.

Scope of Work – Lawn Cutting

May, June, July: Mow lawns and trim along buildings, blow down walkways weekly. Lawns to be cut at 2 1/2" blade setting. University may require less frequent cutting as conditions warrant.

August, September, October: Mow lawns and trim along building, blow down walkways twice a month. Lawns to be cut a 2 1/2" blade setting. University may increase cutting frequency as conditions warrant.

November, December: Mow lawns only upon request of Administration.

Location – Lawn Cutting

The work herein specified to be done consists of areas at Salem State University including the North Campus, North Campus Dormitories, South Campus, South Campus Dormitories, O'Keefe Center, Central Campus, Central Campus Dormitories, Cat Cove, Weir Property and 287 Lafayette Street, South Campus Neighbors, North Campus Hillside, Central Campus Baseball Field, 1A Grass Strip, Day Street, O'Keefe Center Inside Field Area, Munroe Street, 410 Lafayette Street, small grassy area behind Kissable Paws. Work shall be done at the direction of the Assistant Director, Facilities, or his/her designee.

Contractor Requirements – Lawn Cutting

It is "mandatory" that the Contractor:

- A. Be experienced in the operation of lawn cutting equipment.
- B. Has been regularly and actively engaged in the lawn cutting business, operating under the same business name and business organization structure: and, performing the type of work described in the "Scope of Work" for a minimum of (5) years.
- C. Have a work force large enough to perform the scope of this contract.
- D. Supply Salem State University with a list of all equipment owned by your company.

Blanket Form for Bid

All bids must be upon the blank form for bid annexed hereto, state and proposed price for each item of the work in figures, and be signed by the bidder with his/her business address.

Bidders shall not remove and submit the bid pages separate from bid documents, but shall submit their bids bound with the complete volume attached bid document, including all pages correctly assembled.

The bidder is required to state below, the services he/she has rendered of a character similar to that of the services included in the proposed contract and to give references that will enable the University to judge experience, skill and business standing.

The undersigned offers the following information as evidence of his/her qualifications to perform the service as bid upon according to all requirements of the specifications:

- 1. Has been in business under present business name for _____years.
- 2. Ever failed to complete any work awarded? _____

SPECIAL CONDITIONS

A. The bidder whose bid is accepted will be required and agrees to duly execute a contract for the services to be performed. The contract period will run from the date of executions of the contract document to December 31, 2022.

B. Bidders shall bid all items for all of the work sites.

In compliance with the above invitation for bids and subject to all of the terms and conditions thereof, the undersigned offers and agrees to furnish all of the items and service upon which the price is quoted.

FIRM NAME: _____ ADDRESS: _____

Bid signed by: _____ Title: _____

Telephone: _____ Date: _____

REFERENCES

Indicate below at least four (4) references that will serve to illustrate the ability of your firm to act as the primary contractor for the contract and who conforms to the requirements for references for this specification.

CLIENT NAME AND ADDRESS

**CONTACT PERSON AND PHONE NUMBER
AND E-MAIL ADDRESS**
