



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR BIDS (RFB)

**JANITORIAL SERVICES FOR
THE UNIVERSITY OF MAINE'S HUTCHINSON CENTER**

RFB # 04-12

ISSUE DATE:
August 18, 2011

MANDATORY PRE-BID MEETING;
August 25, 2011
See section 1.9 for details

BIDS MUST BE RECEIVED BY:
September 2, 2011, 2:00 pm

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 Maine is seeking a qualified bidder to provide janitorial services for the Hutchinson Center, a University of Maine outreach campus located in Belfast, Maine. The intent of this RFB is to select one bidder to provide all labor, equipment, dispenser products and cleaning supplies necessary to perform the work specified in Section Three.
- 1.2 Definitions: The University of Maine System will hereinafter be referred to as the "University." Respondents to the RFB 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 of Work: The Hutchinson Center encompasses approximately 32,000 square feet. A floor plan is included at Attachment A. Janitorial services shall be required six nights per week with work hours scheduled between 9:00 p.m. and 6:00 a.m. Services may also be required on an on-call basis after special events.
- 1.4 Evaluation Criteria: Award will be made to the low bidder provided that criteria for experience and qualifications are met and references are satisfactory.
- 1.5 Award: 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 both in-state or both 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
hcwells@maine.edu

- 1.8 Submission: A **SIGNED** original and four (4) 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, Friday, September 2, 2011**,

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 check <http://www.maine.edu/alerts/> 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 Meeting: A mandatory pre-bid meeting is scheduled for 2:00 p.m. EST, **Thursday, August 25, 2011** at the **Hutchinson Center, 80 Belmont Avenue, Belfast, Maine 04915**. The purpose of the meeting is to provide a tour of the facility and to answer questions about the work specifications. Please hold all questions until this meeting. Attendance by all prospective bidders is **mandatory**. Bidders planning to attend the meeting may contact Margaret Weigang at 207-581-2695 no later than 3:00 p.m. EST on Wednesday, August 24, 2011 with the names and titles of the individuals who will attend.

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

From _____	September 2, 2011	2:00 p.m.	RFB 04-12
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.

1.16 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 bid 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, RFB # 04-12

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Administration:** The University of Maine's Director of Purchasing and Resource Efficiency or designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract. Facilities and Administrative staff at the Hutchinson Center shall be designated as Contract Managers to monitor the day-to-day work performed under this Contract.
- 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 during the initial term) 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 Contract Administrator. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.4 **Contract Term:** The initial term shall commence upon execution of the Contract and shall be effective for one (1) year. With mutual written agreement of the parties this Contract may be extended for four (4) additional one-year periods.
- 2.5 **Cancellation/Termination:** If the Contractor defaults in its agreement to provide services to the University's satisfaction or in any way breaches the terms and conditions of the Contract, the University shall promptly notify the Contractor of such default and if adequate correction is not made within forty-eight (48) hours the University may take whatever action it deems necessary to seek 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 sixty (60) 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.
- 2.6 **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 **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.
- 2.9 **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 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 Contract.
- 2.11 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.
- 2.12 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.
- 2.13 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 advance notice. Further information regarding this policy is available from the Director of Equal Opportunity, North Stevens Hall, Orono, Maine 04469, (207) 581-1226.

- 2.14 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)**

*Hired and Non-Owned Vehicle Liability covers vehicles used by the Contractor that are not owned by the firm. This type of coverage by itself is acceptable if the Contractor does not own any vehicles. If the Contractor is a sole proprietor with no employees, then personal vehicle insurance is acceptable with a limit of \$500,000; however, it must be verified that coverage extends to vehicles rented for use regarding this Contract or verified that vehicles will not be rented for use in fulfilling this contract.

** Workers Compensation for Sole Proprietors: The requirement for Workers' Compensation Insurance is waived if the Contractor is self-employed and not required to have Workers' Compensation Insurance under the State of Maine or other applicable state workers' compensation laws. However, the Contractor is, and agrees to be, solely responsible for his or

her own injuries and for the injuries of any employees hired during the course of the Contract. The Contractor agrees to be in compliance with the State of Maine Workers' Compensation or applicable state workers' compensation laws at all times while working under the terms of this Contract.

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:
The Director of Purchasing and Resource Efficiency
University of Maine
5765 Service Building
Orono, Maine 04469

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

The University reserves the right to change the insurance requirement or to approve alternative insurances or limits, at the University's discretion.

- 2.15 Smoking Policy: The University of Maine and the Hutchinson Center are tobacco-free campuses. This policy applies to faculty, staff, students, contractors, vendors and visitors. The use of tobacco and all smoking products is not permitted on any university-owned property, which includes but is not limited to, buildings, university grounds, parking areas, walkways, recreational and sporting facilities and university-owned vehicles.

Tobacco use by definition includes the possession of any lighted tobacco products, or the use of any type of smokeless tobacco.

- 2.16 Payments: Payment will be upon final acceptance of goods and services and submittal of an invoice 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.
- 2.17 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.

- 2.18 Job Site Safety: Contractor agrees to be responsible for initiating, maintaining and supervising all applicable site security, environmental controls, safety practices and programs in the performance of the work or services in accordance with generally accepted practices, take all reasonable precautions to protect University property and the personal safety of the University's employees, students, and its other invitees, and comply with any applicable laws, rules or regulations relating to safety of people and property.
- 2.19 Accident/Injury Notification: The Contract Manager 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 this Contract.
- 2.20 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 this 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 cost 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.

- 2.21 Environmental Protection: The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. 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 are to be stored in the proper manner required by law. A violation of applicable laws, rules or regulations may result in termination of this Contract.
- 2.22 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 shall be maintained in good operating condition and must conform to NFPA, UL, ANSI, OSHA and any other applicable safety standards in effect at the time of use. As required by OSHA, blood spill kits will be made available by the Contractor. University equipment and/or tools shall not be available for use by the Contractor.
- 2.23 Force Majeure: The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Cause may include but are not limited to, acts of nature, fires, tornadoes, quarantine, and strikes other than by Contractor's employees.
- 2.24 Confidentiality: Contractor agrees that any information received by Contractor or his/her employees during the course of the work specified in this Contract which concerns the personal, financial or other affairs of the University and its employees and students shall be kept in full confidence and shall not be revealed to any other person, firm, organization or other entity.

SECTION THREE

3.0 SPECIFICATIONS:

- 3.1 Experience: The Contractor shall have been in the business of providing janitorial services for a minimum of the last three (3) consecutive years.
- 3.2 Employees:
 - 3.2.1 All persons employed to perform these services shall be employees of the Contractor, well-trained in cleaning, basic sanitation, safety and blood borne pathogens procedures. The Contractor shall abide by all federal, state and local laws, rules and regulations with regard to the employment of minors. The Contractor shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. No person shall be allowed on the property who is not directly involved in the performance of the janitorial services. If the Contract Administrator or Hutchinson staff designated to monitor performance 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 from the University
 - 3.2.2 Security: The safety and well-being of students and staff is of particular importance to the University. The Contractor shall be required to verify that criminal background checks have been conducted on all individuals working on or having access to the premises prior to start of employment. Any prospective employee convicted of a felony or any type of misdemeanor involving money, fraud, or deceit within ten (10) years prior to the prospective start date of employment will not be allowed to perform services at the Hutchinson Center. Verification of employee background checks shall be provided to the Contract Manager.
 - 3.2.3 Employee Identification: When working on University property, Contractor and Contractor's 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.
- 3.3 Communications: The Contractor shall provide the names and phone numbers of persons who will be available to coordinate routine or emergency services to the Contract Manager.
- 3.4 Work Specifications: Contractor shall supply all labor, equipment, cleaning supplies, trash liners and supplies required to replenish restroom and kitchen dispensers in the performance of the following work specifications. Hand towel, soap and sanitary product dispensers are owned by the University.
 - 3.4.1 Daily - All Areas: Contractor shall empty trash, replace liners when required, clean trash containers when required, dispose of trash and empty cardboard containers in dumpsters, sweep and spot mop tile floors, vacuum carpeted areas (traffic paths only) and floor mats, spot clean carpet stains, replenish paper and soap dispensers, dust horizontal surfaces in public areas of the building that are readily available and visibly require dusting, clean entrance door glass, wipe kitchen counter and tabletop surfaces.
 - 3.4.2 Daily - Restrooms: Tasks shall include completely clean and disinfect wash basins, chrome, and counters, dispensers, toilets and urinals, mirrors, glass and trash dispensers. Spot clean and disinfect partitions, doors and walls. Completely mop and

disinfect tile floors. Use of abrasive cleaners shall be limited to deeply stained areas. Replenish dispensers for hand towels, soap, feminine sanitary products, air freshener and toilet tissue. Contractor shall retain money collected from sanitary products machines.

- 3.4.3 Weekly – All Areas: Contractor shall completely vacuum carpeted areas, sweep and mop all tile floors, dust horizontal surfaces including windows, sills and radiators in all areas when visibly required, fully clean and disinfect doors, walls and partitions in restrooms.
 - 3.4.4 Monthly - All Areas: Spray buff tile flooring. Spot clean all wall surfaces within 70” of the floor. Clean all interior windows and glass within 70” of the floor.
 - 3.4.5 Annually – All Areas. As scheduled by the Contract Manager, Contractor shall shampoo all carpets using appropriate methods to ensure carpet drying within 24-48 hours. Contractor shall completely clean all interior windows and glass.
 - 3.4.6 Tile Flooring: As scheduled by the Contract Manger, Contractor shall strip and refinish tile flooring.
- 3.5 Recycling: The staff and students at the Hutchinson Center make every effort to place recyclable trash in appropriate recycling bins, however, in the course of emptying trash containers, if the Contractor or his/her employees notice such waste material in non-recycling containers, they shall place it in the recycling bins. The Hutchinson Center will be responsible for emptying and disposing of all recycling bin contents.
- 3.6 Quality Assurance Inspection: At the request of the Contract Manager, Contractor shall conduct an inspection and provide a report on the quality of the cleaning services performed by his/her staff. The purpose of the inspection shall be to determine if services are meeting expectations for quality cleanliness and if necessary, implement plans for improvement in defective areas. Reports shall include information on the cleanliness of all areas, restrooms, classrooms, offices, kitchens and corridors, and specific details on defective areas.

SECTION FOUR

4.0 SUBMISSION REQUIREMENTS:

- 4.1 Bid Responses: 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 provided in addition to the applicable bid form for each trade.
- 4.2 Business Profile: Provide a brief history of the company, including how many years in business and number of employees. **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.
- 4.3 Pricing: Provide pricing on the following cost sheet. Pricing shall be firm for the first year of the contract and shall include all costs including labor, equipment, cleaning supplies, dispenser products and transportation charges. Fuel surcharges will not be allowed.
- 4.4 Payment Method: Indicate your ability to accept electronic or credit card payment methods. (Paragraph 2.16)
- 4.5 References: Submit three (3) references with your bid. These references should contain the names and contact information of companies having received similar services within the past three (3) years.

COST SHEET

Name of Bidder: _____

Cleaning (including Dispenser Products)
Includes Daily, Weekly and Monthly tasks
(The annual cost divided by 12 months) \$ _____ Total Cost per Month

Hourly rate for on-call services
(Monday – Friday, 7:30 a.m. – 5:00 p.m.) \$ _____ per hour

Hourly rate for on-call services
(Nights, Weekends, Holidays) \$ _____ per hour

Annual Carpet Cleaning \$ _____ Lump Sum Cost

Annual Window and Glass Cleaning \$ _____ Lump Sum Cost

Strip and refinish tile flooring \$ _____ Per Square Foot

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

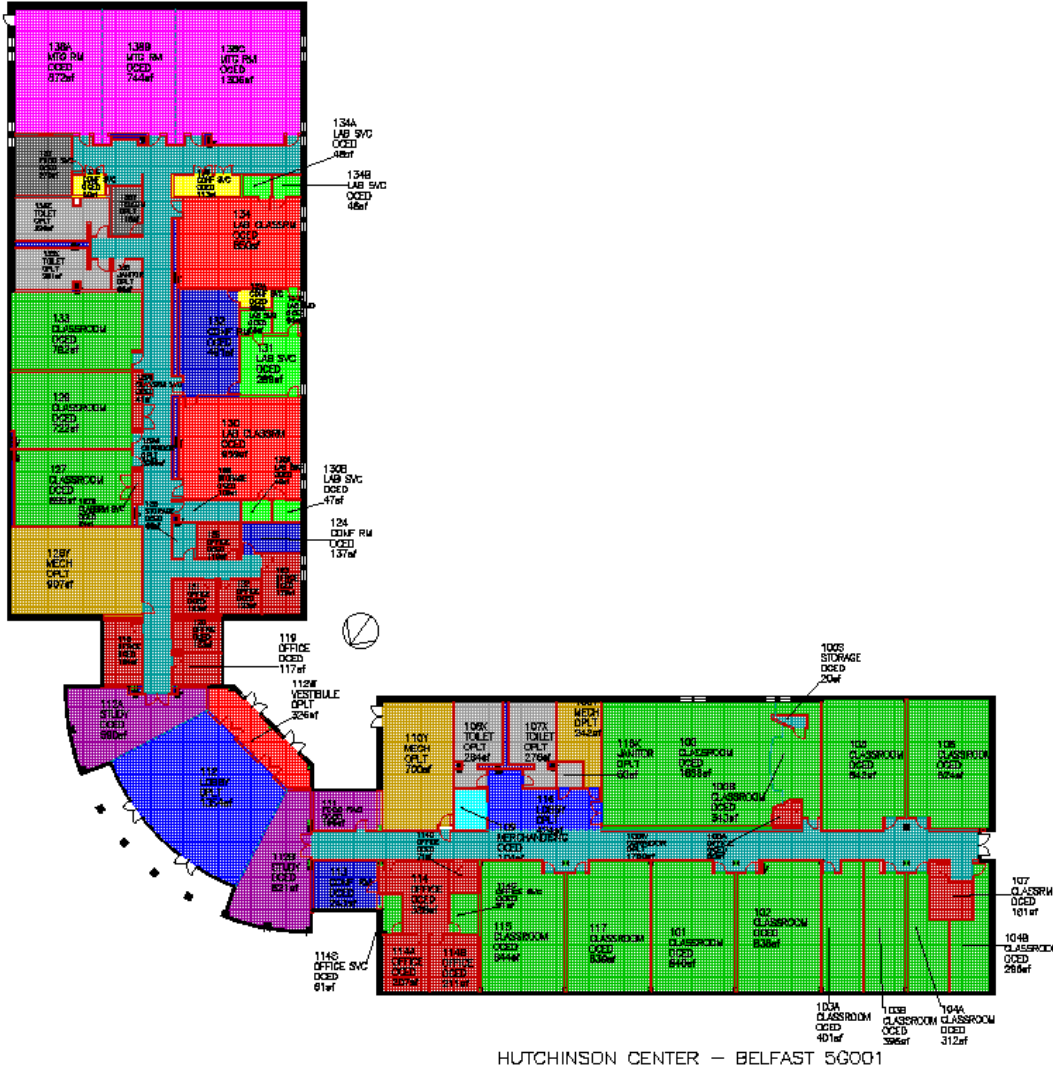
(Date)

ATTACHMENT A

INSITE View-EM5 2.0

KEY	USE	LOCATIONS	SPCS	USE AREA sf
[Red]	CLASSRM SVC		3.00	242.66
[Green]	CLASSROOM		15.00	11,033.51
[Blue]	CONF RM		3.00	920.96
[Yellow]	CONF SVC		3.00	236.91
[Light Blue]	CORRIDOR		2.00	4,090.48
[Purple]	FOOD FAC		1.00	211.88
[Pink]	FOOD SVC		1.00	283.67
[Grey]	JANITOR		2.00	132.44
[Light Green]	LAB CLASSRM		2.00	1,857.83
[Light Blue-Green]	LAB SVC		7.00	688.78
[Light Yellow]	LOBBY		2.00	1,803.07
[Light Purple]	MECH		3.00	1,903.04
[Light Cyan]	MERCHANDISING		1.00	113.07
[Light Blue-Red]	MTG RM		3.00	2,947.16
[Light Green-Red]	OFFICE		12.00	1,981.90
[Light Yellow-Red]	OFFICE SVC		2.00	170.08
[Light Blue-Red]	SS		16.00	304.15
[Light Green-Red]	STAIR		0.00	0.00
[Light Yellow-Red]	STORAGE		3.00	220.62
[Light Blue-Red]	STUDY		2.00	1,239.87
[Light Purple-Red]	TELECOM		1.00	129.53
[Light Green-Red]	TOILET		4.00	1,208.39
[Light Blue-Red]	VESTIBULE		1.00	342.71
TOT			89.00	32,062.72

5G001.vtm BOMA



HUTCHINSON CENTER - BELFAST 5G001

DRAWING: 5G001.vtm PLOTTED: 8/1/2011