



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR BIDS

FLOOR MAT AND MOP RENTAL SERVICES
University of Maine

RFB # 17-09

ISSUE DATE:
May 14, 2009

BIDS MUST BE RECEIVED BY:
June 4, 2009, 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 bids for floor mat and mop rental services as described below.
- 1.2 The University of Maine System will hereinafter be referred to as the "University." Respondents to the RFB shall be referred to as "Bidders." The Bidder to whom the contract is awarded shall be referred to as the "Contractor."
- 1.3 Evaluation Criteria: Award will be made to the low bidder provided that all other requirements are satisfactorily met.
- 1.4 Award: It is the intent of the University to award this bid all to one bidder. 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.
- 1.5 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.
- 1.6 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFB that is not understood. Responses to inquiries, if they change or clarify the RFB in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFB. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php. The University will not be bound by oral responses to inquiries or written responses other than addenda.

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

- 1.7 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, Thursday, June 4, 2009**, for a public opening. The bid must be date/time stamped by the Office of Strategic Procurement in order to be considered. Bidders are strongly encouraged to submit bids in advance of the due date/time to avoid the possibility of missing the 2:00 deadline due to unforeseen circumstances. Bidders assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. A postmark on or before the due date WILL NOT substitute for receipt of bid. In the event of suspended University operations, the bid opening will be rescheduled for the next business day at the same time and location. Bidders may wish to call (207) 973-3298 to determine if

University operations have been suspended. Bids received after the due date and time will be returned unopened. Additional time will not be granted to any single bidder, however, additional time may be granted to all bidders when the University determines that circumstances require it. **FAXED OR E-MAIL BIDS WILL NOT BE ACCEPTED.**

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.

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

From _____	June 4, 2009	2:00 p.m.	17-09
Name	Due Date	Time	Bid No.

- 1.9 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.
- 1.10 Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.
- 1.11 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.
- 1.12 Samples: **Samples are not required at the time of the bid opening.** Samples may be **required** by the University prior to an award. Samples shall be exact and true representatives of the material offered. Each sample shall be properly tagged or labeled with the name of the Bidder and the specific commodity or item number. Samples shall be provided at no cost to the University. In the event the delivered product fails to conform to the sample provided, the Contractor shall immediately replace the portion of the delivered commodity with acceptable material conforming to the contract requirements at no additional cost to the University.
- 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 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 #17-09

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **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.
- 2.2 **Contract Modification and Amendment:** The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the University of Maine Director of Purchasing and Resource Efficiency. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.3 **Contract Term:** The Contract term shall be for a period of one (1) year commencing on or about July 1, 2009. With mutual written agreement of the parties this Contract may be extended for four (4) additional one-year periods.
- 2.4 **Quantities:** The quantities shown on the bid form are approximate only. The contract shall cover the actual needs of the University throughout the term of the contract regardless of whether they are more or less than the quantities shown.
- 2.5 **Bid Prices:** The bid shall be in the form of a firm fixed price for each line item. The bid price shall include charges such as installation, shipping, insurance, and all other costs. Charges not specified in the bid will not be honored. Bid prices shall remain in effect for a period of one year. Requests for price adjustments for subsequent contract renewals shall be submitted in writing to the Director of Purchasing and Resource Efficiency sixty (60) days prior to the contract expiration date.
- 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 **Contract Administration:** The University of Maine's Executive Custodian or designee shall be the University's authorized representative in all operational matters pertaining to the administration of this Contract.
- 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 University of Maine's Director of Purchasing and Resource Efficiency.
- 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.
- 2.11 **Indemnification:** The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the

University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.

- 2.12 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.
- 2.13 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.
- 2.14 Cancellation/Termination: If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, places University students or employees at significant risk of harm, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within five (5) days, the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Except for such cancellation for cause by the University, either the University or the Contractor may terminate this Contract by giving thirty (30) calendar day advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.
- 2.15 Equal Opportunity: In the execution of the Contract, the Contractor and all subcontractors agree, consistent with University of Maine System policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request.
- 2.16 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 Karen Kemble, Director of Equal Opportunity, North Stevens Hall, Orono, Maine (207) 581-1226.

- 2.17 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. Automobile Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
3. Workers Compensation	Required for all personnel

(In Compliance with Applicable State Law)

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

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

Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard Acord statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

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

University of Maine System
16 Central Street
Bangor, Maine 04401

- 2.18 Smoking Policy: The University of Maine System must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, §1541 et seq "Smoking Prohibited in Public Places." In compliance with this law, the University of Maine System has prohibited smoking in all University System buildings except in designated smoking areas. This rule must also apply to all contractors and workers in existing University System buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings.
- 2.19 Payments: Payment will be upon submittal of an invoice to the University of Maine Purchasing Department 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.
- 2.20 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.
- 2.21 Parking Regulations and Use of Walkways: The Contractor's vehicles and those of their employees working on campus must be registered with the Department of Public Safety. Unregistered vehicles on the University campus are subject to a parking violation ticket and/or towing off campus. Contractors are advised that parking regulations are strictly enforced by campus police. Towing will be at the Contractor's expense. A copy of regulation can be obtained by calling Public Safety at (207) 581-4047.

SECTION THREE SPECIFICATIONS

3.1 Floor Mat Services:

- 3.1.1 Services: The Contractor shall have complete responsibility for providing all labor and materials for delivery, placement, removal, pick-up, and cleaning services at all buildings. The University will not be responsible for rolling up mats in preparation for pick-up. The Contractor shall have complete responsibility for properly cleaning and maintaining mats to the level desired by the University. Tears, rips, stains, frays, or other unsightly characteristics will not be acceptable. If mats become worn they shall be replaced with new or like new mats at no cost to the University.
- 3.1.2 Locations: University of Maine, Orono. Approximately forty-five (45) buildings; main entrances; 1st floor. See pages 13 and 14 for a list of locations, descriptions and quantities. The University reserves the right to add or delete buildings from service throughout the term of the Contract.
- 3.1.3 Frequency of Deliveries: Will vary based on the time of year as indicated:

September – May: Pick-up and Delivery bi-weekly

June – August: Pick-up and Delivery monthly
- 3.1.4 Colors: The University will choose from standard colors. The Contractor must have a variety of colors to choose from including navy blue and black.
- 3.1.5 Sizes: 3' X 10'; 4' X 6'; 4' X 12'
If additional sizes are available please include a list with your bid.
- 3.1.6 Quantity: Approximately 206
- 3.1.7 Fiber Weight: Approximately 24 ounces per square yard for pile.
- 3.1.8 Construction: Pile yarn to be 100% twist nylon. Pile height to be 5/16" + or – 1/16".
- 3.1.9 Profile: Standard black rubber border, anti-static, non-flammable, non-woven, die injected, nitrile base backing, no pattern or logo. No substitutions will be allowed.
- 3.1.10 Mats are to be new upon implementation of the contract

3.2 Mop and Mop Handle Services:

- 3.2.1 Services: The Contractor shall have complete responsibility for providing all labor and materials for delivery, pick-up, and cleaning services. The Contractor shall have complete responsibility for properly cleaning and maintaining mops to the level desired by the University. If mops become worn they shall be replaced with new or like new mops upon request and at no cost to the University.
- 3.2.2 Water Treatment and Cleaning Procedures for Mops: Mops shall be treated with low volatile, low odor water soluble solvents designed to minimize hazardous slip conditions. The water-based solvent shall be non-flammable and shall be compatible with all floor polishes and finishes.

- 3.2.3 Location: Mops and handles shall be delivered to the University of Maine, 5765 Service Building, Orono.
- 3.2.4 Frequency of Deliveries: Mop heads shall be delivered weekly. Mop handles shall be delivered as required.
- 3.2.5 Sizes of Mop Heads: 24", 36", 48", 60".
If additional sizes are available please include a list with your bid.
- 3.2.6 Sizes of Mop Handles: 24", 36", 48".
If additional sizes are available please include a list with your bid.
- 3.2.7 Quantity: Mop Heads, approximately 160
Mop Handles, approximately 146
- 3.2.8 Weight: Approximately 24 ounces per square yard for pile.
- 3.2.9 Construction: Mops are to be dust and lint free and vat dyed with fiberlock yarn construction. Mops are to be cleaned, dust and lint treated, and bagged individually.
- 3.2.10 Mops and mop handles are to be new upon implementation of the contract

SECTION FOUR

4.0 SUBMISSION REQUIREMENTS:

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

4.1 Sales and Service Contacts:

4.1.1 Sales Contact:

Name: _____

Title: _____

Telephone Number: _____

4.1.2 Delivery Person:

Name: _____

Telephone Number: _____

Emergency (mobile) number _____

4.2 Discount Payment Terms, if applicable:

4.3 Payment Method: Indicate your ability to accept electronic payments. (Section 2.19)

4.4 Describe your procedures for order placement and delivery scheduling:

4.5 Describe your procedures for increasing or decreasing orders:

4.6 Provide complete specifications of the mats, mops and mop handles that you are bidding.

4.7 Submit a statement describing water treatment and cleaning procedures for mops:

4.8 References: A list of three references is required to be submitted with your bid. These references should be agencies your firm has done business with in the past year **on projects with a similar scope to this one**. Provide company names with contact person and telephone number.

4.9 Pricing: Provide pricing using the **Pricing Sheet** provided below.

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)

PRICING SHEET

MATS

Size	Bi-Weekly Unit Price	Quantity	Total Bi-Weekly Price
4' X 6' Mat	\$	96	\$
3' X 10' Mat	\$	61	\$
4' X 12' Mat	\$	49	\$

Size	Monthly Unit Price	Quantity	Total Monthly Price
4' X 6' Mat	\$	96	\$
3' X 10' Mat	\$	61	\$
4' X 12' Mat	\$	49	\$

DRY MOPS

Size	Monthly Unit Price	Quantity	Total Monthly Price
24" Dry Mop	\$	64	\$
36" Dry Mop	\$	80	\$
48" Dry Mop	\$	12	\$
60" Dry Mop	\$	4	\$

MOP HANDLES/FRAMES

Size	Weekly Unit Price	Quantity	Total Weekly Price
24" Handle/Frame	\$	61	\$
36" Handle/Frame	\$	72	\$
48" Handle/Frame	\$	9	\$
60" Handle/Frame	\$	4	\$

Location	Description	Total Quantity
Memorial Union	8 – 3' X 10' 3 – 4' X 12'	11 – Mats
South Stevens	3 – 4' X 6'	3 – Mats
Center Stevens	2 – 4' X 6' 1 – 4' X 12'	3 – Mats
North Stevens	3 – 4' X 6'	3 – Mats
Little Hall	1 – 3' X 10' 6 – 4' X 6' 2 – 4' X 12'	9 – Mats
Boardman Hall	3 – 3' X 10' 6 – 4' X 6' 2 – 4' X 12'	11 – Mats
East Annex	4 – 4' X 6'	4 – Mats
Advanced Manufacturing	1 – 3' X 10' 4 – 4' X 6'	5 – Mats
Shibles Hall	1 – 4' X 6' 3 – 4' X 12'	4 – Mats
Collins Center & Class of 1944	7 – 4' X 12'	7 – Mats
D.B. Corbett	4 – 3' X 10' 2 – 4' X 6'	6 – Mats
Murray Hall	4 – 4' X 6'	4 – Mats
Advanced Engineering	2 – 4' X 6' 2 – 3' X 10' 2 – 4' X 12'	6 – Mats
Jenness Hall	1 – 3' X 10' 2 – 4' X 6'	3 – Mats
Neville Hall	8 – 3' X 10' 1 – 4' X 12'	9 – Mats
Cutler Health Center	2 – 4' X 12'	2 – Mats
Bennett Hall	1 – 3' X 10' 6 – 4' X 6' 2 – 4' X 12'	9 – Mats
Barrows Hall	5 – 3' X 10' 2 – 4' X 6'	7 – Mats
Memorial Gym	1 – 3' X 10' 3 – 4' X 12' 5 – 4' X 6'	9 – Mats
Corbett Hall	1 – 3' X 10' 4 – 4' X 6'	5 – Mats

Location	Description	Total Quantity
Dunn Hall	1 – 3' X 10' 2 – 4' X 6' 1 – 4' X 12'	4 - Mats
Crossland Hall	2 – 4' X 6'	2 - Mats
Hannibal Hamlin Hall	1 – 4' X 6'	1 – Mat
Aubert Hall	3 – 3' X 10' 2 – 4' X 12'	5 - Mats
Wingate Hall	2 – 4' X 6'	2 - Mats
Lord Hall	2 – 3' X 10'	2 - Mats
Fernald Hall	2 – 4' X 6'	2 - Mats
Alumni Hall	1 – 4' X 12'	1 - Mat
Winslow Hall	6 – 4' X 6'	6 - Mats
Fogler Library	3 – 3' X 10' 2 – 4' X 6' 3 – 4' X 12'	8 - Mats
Maples	2 – 3' X 10'	2 - Mats
Chadbourne Hall	5 – 4' X 6'	5 - Mats
Merrill	4 – 3' X 10'	4 - Mats
Deering Hall	3 – 4' X 6' 1 – 4' X 12'	4 - Mats
York Complex	4 – 4' X 6' 1 – 3' X 10' 1 – 4' X 12'	6 - Mats
Bryand	4 – 4' X 12'	4 - Mats
Sawyer	2 – 4' X 12'	2 - Mats
Libby Hall	1 – 3' X 10' 2 – 4' X 6'	3 - Mats
Nutting Hall	4 – 4' X 6' 3 – 4' X 12'	7 - Mats
Hitchner Hall	4 – 3' X 10' 1 – 4' X 6' 2 – 4' X 12'	7 - Mats
Public Safety	1 – 4' X 6' 1 – 3' X 10' 1 – 4' X 12'	3 - Mats
The Depot	1 – 4' X 6'	1 - Mat
Facilities Management	3 – 3' X 10'	3 - Mats
Keyo Building	2 – 4' X 6'	2 - Mats