



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR BIDS

CLEANING SERVICES
University of Southern Maine

RFB # 23-08

ISSUE DATE:
May 29, 2008

MANDATORY PRE-BID CONFERENCE:
Wednesday, June 11, 2008 at 1:30 p.m.

BIDS MUST BE RECEIVED BY:
Thursday, June 19, 2008, 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 Southern Maine, is seeking bids for the provision of cleaning services for the Wishcamper Center located on its Portland Campus.
- 1.2 The University of Southern Maine 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 Scope of Work: The Contractor shall provide all labor and equipment necessary to clean all assigned areas of the Wishcamper Center facilities in compliance with applicable OSHA and EPA standards for cleaning public office facilities. Cleaning services to be performed and the frequency of service is shown in section 3 below.

The University will supply the cleaning and paper products, including hand soap.

This Contract will cover floors 1 through 4 with a gross square footage of 49,600 sq. ft. The basement and penthouse are not included in this Contract nor the gross square footage figure provided. Vendors will be provided with floor plans to aid with their own calculation on the estimated area to clean. Floor plans may be picked up at the USM Facilities Mgmt Office, 25 Bedford Street by calling Paul Kuplinski 207-780-4162. Floor plans will also be made available to vendors at the mandatory pre-bid meeting Wednesday, June 11, 2008.

- 1.4 Evaluation Criteria: Award will be made to the low bidder provided that all other requirements are satisfactorily met. However, consideration will be given to ability to meet specifications, experience at similar facilities and references.
- 1.5 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.
- 1.6 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

1.8 Submission: A **SIGNED** original **and one copy** 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 19, 2008**, 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.**

1.9 Pre-Bid Conference: A mandatory Pre-Bid Conference will be held on **Wednesday, June 11, 2008 at 1:30 p.m.** local time at the USM Facilities Office, 25 Bedford Street, Portland, ME. The purpose of this conference is to answer questions and provide further clarification as may be required. There will be a tour of the Wishcamper Center as well. Please hold all questions until this meeting. Attendance by all prospective bidders is **MANDATORY.**

Firms planning to attend this pre-bid conference should contact Erin Bartlett at 207-973-3313 no later than 5:00 p.m. local time on Tuesday, June 10, 2008 with the names 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 _____
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.

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 Office of Strategic Procurement. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.3 **Contract Administration:** The Director of Environment Services, Lee Forest (780-4619), or his designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract.
- 2.4 **Contract Term:** The contract term shall be for a period of one (1) year commencing upon August 1, 2008. With mutual written agreement of the parties this contract may be extended for four (4) additional one-year terms.
- 2.5 **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.
- 2.6 **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.
- 2.7 **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.
- 2.8 **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.
- 2.9 **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.
- 2.10 **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.

2.11 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:

University of Southern Maine
Kathleen Roberts
Executive Director, Office of Diversity and Equity
246 Deering Avenue
Law Bldg.
(207) 780-5094
TTY: 866-783-6461

2.12 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:

Facilities Management Department
University of Southern Maine
25 Bedford Street
Portland, Maine 04104

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

2.13 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.

- 2.14 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.
- 2.15 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 agreement shall not constitute a waiver of such terms, conditions or rights.

SECTION THREE

3.0 PERFORMANCE TERMS AND CONDITIONS:

- 3.1 **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.
- 3.2 **Condition and Care of Property and Protection of the Work:** The Contractor shall continuously maintain adequate protection of all work covered by the Contract from damage or loss and shall protect the property from injury or loss arising in connection with this Contract, and shall make good any such damage, injury or loss. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.
- 3.3 **Hazardous Substances:** Any substances defined by state law or 1261 of Title 15 of the United States Code as hazardous, will be properly labeled and delivered or used in a way that does not violate state or federal laws.
- 3.4 **Job Site Safety:** The Contractor shall adhere to the Occupational Safety and Health Administration's (OSHA's) most recently published general Occupational Safety and Health Standards (29 CFR 1910) for the duration of this contract.
- 3.5 **Pricing:** The price offered shall remain firm for the contract term and shall include all charges such as equipment, labor, insurance and all other costs. Charges not specified in the proposal will not be honored. Additional work requested by the University may result in an adjustment to the cost. These cost adjustments must be agreed to, in writing, by both the Contract Administrator and the Contractor.
- 3.6 **Billing:** Cleaning services are to be billed in twelve (12) equal monthly payments.
- 3.7 **Payments:** Payment will be upon submittal of an invoice to the University of Southern Maine, Department of Facilities Management, 96 Falmouth St, PO Box 9300, Portland, ME 04104-9300 by the Contractor on a Net 30 basis unless discount terms are offered. Invoices must include a purchase order number.
- 3.8 **Schedule of Cleaning Services:** Cleaning services must be performed five (5) days per week, **Sunday through Thursday, between 4 PM and 12 midnight** except administrative holidays as per the University's schedule and cancellation due to inclement weather.

3.9 Cleaning duties / frequencies:

Location	Frequency	Service
Bathrooms	Daily	Wash / disinfect mirrors, counters, sinks & toilet bowls
	Daily	Sweep and mop floors
	Daily	Stock toilet paper, paper towels, hand soap and hygiene products
Entire Building	As Needed	Treat spills, minor stain removal, new stain removal
Glass	Daily	Entryway glass
	As Needed	All other interior glass will be spot cleaned and cleaned as needed.
Hallways / Stairwells	Daily	Vacuum carpets / sweep & mop floors
	Weekly	Vacuum chairs in hallways
Kitchen	Daily	Clear and wipe down counters, coffee table & stove
	Daily	Rinse dishes, put in dishwasher and turn on dishwasher
	Daily	Empty trash
	Daily	Sweep and mop floor
	Weekly	Wipe down cabinet faces
	Weekly	Clean refrigerator
Offices / Cubicles	Daily	Empty trash and recycling
	Daily	Vacuum
	Weekly	Dust windows, desk tops and ceiling grates
	Daily	Wash / sanitize phones
Supplies	As Needed	Maintain dishwasher / dish detergents, dish rags / sponges, paper towels, toilet paper and feminine hygiene products, trash bags (of all appropriate sizes), floor cleaner, sanitizer, window and toilet bowl cleaner in all appropriate locations.
Tile Floors	Annually	Strip and wax
	Annually	Buff and recoat
Training & Conference Rooms	Daily	Empty trash and recycling
	Daily	Wash caterers' tables
	Daily	Wash conference and training tables
	Daily	Vacuum
	Weekly	Dust trim, moldings and windows including bookshelves
	Monthly	Clean carpets

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 Business Profile:

4.1.1 **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.

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

4.2 Pricing: Provide an annual cost for all cleaning services listed.
(Note: The University will supply cleaning and paper products, including hand soap.)

\$ _____

4.3 Experience: List jobs / contracts held for similar work / facilities.

4.4 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.

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)