



Administered by  
**UNIVERSITY OF MAINE SYSTEM**  
Office of Strategic Procurement

**REQUEST FOR BIDS (RFB)**

**CLEANING SERVICES FOR  
THE WISHCAMPER CENTER  
University of Southern Maine**

**RFB # 44-13**

ISSUE DATE:  
June 17, 2013

BIDS MUST BE RECEIVED BY:  
July 10, 2013, 2:00 pm

PRE-BID MEETING:  
Friday, June 28, 2013 at 1:30 p.m.  
See paragraph 1.9 for details

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 cleaning definitions, methods and equipment shown in this document are 'suggested'. All are subject to University approval.

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 Management 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 Friday, June 28, 2013. NOTE: vendors who attended the pre-bid meeting for RFB 24-13 on April 18, 2013 are encouraged to but NOT required to attend this pre-bid meeting.

- 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/proposals/submissions, in whole or in part and is not necessarily bound to accept the lowest bid/proposal/submission if that bid/proposal/submission 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](http://www.maine.edu/strategic/upcoming_bids.php). It is the responsibility of all bidders to check the web site before submitting a response to ensure that they have all pertinent documents. 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 one (1) copy (**TWO TOTAL**) 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, Wednesday, July 10, 2013**, 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 Conference: A conference will be held on Friday, June 28, 2013 at 1:30 p.m. local time at 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. Please hold all questions until this meeting. Attendance by all prospective bidders is **mandatory**. NOTE: vendors who attended the pre-bid meeting for RFB 24-13 on April 18, 2013 are encouraged to but NOT required to attend this pre-bid meeting.

Firms planning to attend this pre-bid conference should contact Hal Wells at [hcwells@maine.edu](mailto:hcwells@maine.edu) or 207-973-3302, 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	_____	_____	_____	44-13
	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 Non-Responsive Bids: The University will not consider non-responsive bids, i.e., those with material deficiencies, omissions, errors or inconsistencies.
- 1.16 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.
- 1.17 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 #44-13
- 1.18 Authorization: Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Director of Strategic Procurement and it is not approved, valid or effective until such written approval is granted.
- 1.19 The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of accepting a contract under this section, a contractor must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

## SECTION TWO

### 2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Administration:** The Director of Environment Services or his designee shall be the University's authorized representative in all matters pertaining to the administration of 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) 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.
- 2.4 **Contract Term:** The contract term shall be for a period of three (3) years commencing upon August 1, 2013. With mutual written agreement of the parties this contract may be extended for two (2) additional one-year terms.
- 2.5 **Cancellation/Termination:** If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, 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 University may terminate this Contract by giving thirty (30) 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 **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
- 2.10 **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 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.
- 2.14 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 Office of Community Standards, 125 Upton Hall, (207) 780-5242
- 2.15 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 (In Compliance with Applicable State Law)	Required for all personnel

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 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

- 2.16 The University of Southern Maine is a tobacco-free campus. 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, campus walkways, recreational and sporting facilities, and university or personally-owned, rented or leased vehicles.

Tobacco use by definition includes the possession of any lighted tobacco products, or the use of any type of smokeless tobacco, including but not limited to chew, snuff, snus, electronic cigarettes, and all other nicotine delivery devices that are non-FDA approved as cessation products.

- 2.17 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. Invoices must include a purchase order number. The University is using several, preferred methods of payment: Bank of America's ePayables and PayMode electronic payment systems. Please indicate your ability to accept payment via any or all of these methods.
- 2.18 Billing Interval: Cleaning services are to be billed in twelve (12) equal monthly payments.
- 2.19 Time Records: The Contractor shall submit documented time records with each monthly billing invoice.
- 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.

## SECTION THREE

### 3.0 PERFORMANCE TERMS AND CONDITIONS:

- 3.1 **Quality Control:** The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the facility, the Contractor's staff and ensuring that accurate records are maintained. The records so created shall be open to inspection by the University.
- 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 **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.
- 3.7 **Cleaning Duties / Specifications:** Schedule I lists the expected as a minimum service. The cleaning definitions and methods are 'suggested'. All are subject to University approval.
- 3.8 **Cleaning Frequencies:** Outlined in Schedule II are the minimum frequencies that each task must be performed. NOTE: During high use times and in the winter more frequent service may be necessary. There are two (2) cleaning levels on the schedule.
- 3.9 **Space Descriptions:** Schedule III identifies the Space Descriptions to be used in conjunction with the cleaning frequencies in Schedule II.



## 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: Bidder shall provide an annual cost for all cleaning services listed and specified. There are two (2) cleaning levels in Schedule II Cleaning Frequencies. Bidders are to provide pricing for both levels. The University will, in its sole determination, choose the level to be used on this contract after reviewing the bids.

(Note: The University will supply cleaning and paper products, including hand soap.)

Level 2 Price \$ \_\_\_\_\_

Level 3 Price \$ \_\_\_\_\_

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

4.4 Payment Method: Indicate your ability to accept electronic payments. (Section 2.17)

4.5 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)

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(Cell Phone)

\_\_\_\_\_  
(E-mail Address)

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(Date)