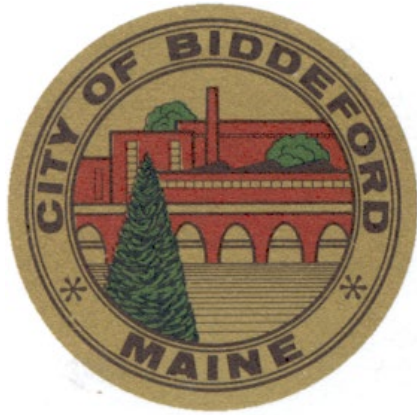


# **REQUEST FOR PROPOSALS (RFP) FACILITIES JANITORIAL SERVICES**



**Deadline for submissions:  
4:00 PM  
Monday, December 21, 2020**

**Pete Donaher  
Capital Improvement Facilitator  
City of Biddeford  
371 Hill Rd, Biddeford, ME 04005  
(207)468-3261**

## **1. INTRODUCTION**

The City of Biddeford is seeking proposals from qualified firms to provide Facility Janitorial Services at Biddeford City Hall. The required services and performance conditions are described in the Scope of Work (or Services).

## **2. ATTACHMENTS**

The attachments below are included with this Request for Proposals (RFP) for your review and submittal (see asterisk):

Attachment A – Proposer’s Information Form\*  
Attachment B – Scope of Work  
Attachment C – Supplemental General Conditions  
Attachment D – Cleaning Specifications  
Attachment E – Cost Proposal Bid Form  
Attachment H – Insurance Requirement

The items identified with an asterisk (\*) shall be filled out, signed by the appropriate representative of the company and returned with submittal.

## **3. INSTRUCTIONS TO PROPOSERS**

### **3.1 Pre-proposal Conference**

A pre-proposal meeting will be held at 1030 on Wednesday, December 9, 2020 at:

Biddeford City Hall  
205 Main St.  
Biddeford, ME 04005

All prospective Proposers are strongly encouraged to attend.

### **3.2 Examination of Proposal Documents**

The submission of a proposal shall be deemed a representation and certification by the Proposer they:

- 3.2.1 Have carefully read and fully understand the information provided by the City to serve as the basis for submission of this proposal.

- 3.2.2 Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- 3.2.3 Represent that all information contained in the proposal is true and correct.
- 3.2.4 Did not, in any way, collude; conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms, or conditions of this proposal.
- 3.2.5 Acknowledge that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the City permission to make these inquiries, and to provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed to any fact or condition.

### 3.3 Addenda/Clarifications

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments regarding this RFP must be put in writing and received by the City no later than 1030 on Monday, December 14, 2020. Correspondence shall be addressed to Pete Donaher, [peter.donaher@biddefordmaine.org](mailto:peter.donaher@biddefordmaine.org). Responses from the City will be communicated in writing to all recipients of this RFP. Inquiries received after the date and time stated will not be accepted and will be returned to senders without response. All addenda shall become a part of this RFP and shall be acknowledged on the Proposer's Form.

The City shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the City or its representatives.

### 3.4 Submission of Proposals

All proposals shall be submitted to:

Pete Donaher  
Capital Improvement Facilitator  
371 Hill St.  
Biddeford, ME 04005

Proposals must be delivered no later than 4:00 pm on Monday, December 21, 2020. All proposals received after that time will be returned to the Proposer unopened.

The Proposer shall submit 2 copies of its proposal in a sealed envelope, addressed as noted above, bearing the Proposer's name and address clearly marked, "RFP for Biddeford City Hall Facilities Janitorial Services". The use of double-sided paper with a minimum 30% post-consumer recycled content is strongly encouraged. Please do not submit proposals in plastic binders.

### 3.5 Withdrawal of Proposals

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

### 3.6 Rights of the City of Biddeford

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening for its own convenience;
- Remedy technical errors in the Request for Proposals process;
- Negotiate with any, all or none of the Proposers;
- Accept other than the lowest offer;
- Waive informalities and irregularities in the Proposals and/or
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Proposer.

#### 4. PROPOSED TENTATIVE TIMELINE

The tentative RFP timeline is as follows:

RFP Issued	DEC 2, 2020
Pre-Proposal Meeting	DEC 9, 2020 @ 10:30
Deadline for questions, clarifications	DEC 14, 2020 @10:30
Answers provided to questions	DEC 17, 2020
Proposals Due	DEC 21, 2020 @ 4:00
Proposals Reviewed	DEC 23, 2020
Contract awarded	DEC 30, 2020
Work commences	JAN 4, 2021

#### 5. INFORMATION TO BE SUBMITTED (to be submitted in this order only)

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the City's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFP and proposal, e.g. brochures, marketing material, etc. will not be considered in the evaluation.

All proposals shall address the following items in the order listed below and shall be numbered 1 through 7 in the proposal document.

##### 5.1 Section 1 – Proposal Summary

This Section shall discuss the highlights, key features and distinguishing points of the Proposal. A separate sheet shall include a list of individuals and contacts for this Proposal and how to communicate with them. Limit this Section to a total of three (3) pages.

##### 5.2 Section 2 – Profile on the Proposing Firm(s)

This Section shall include a brief description of the Prime Proposer's firm size as well as the proposed local organizational structure. Include a discussion of the Prime Proposer firm's financial stability, capacity and resources. Include all other firms participating in the Proposal, including similar information about the firms.

Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred

within the last five years or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five years.

5.3 Section 3 – Work Plan or Schedule

This Section shall present a well-conceived work plan. Include a full description of major tasks and subtasks. This section of the proposal shall establish that the Proposer understands the City's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the firm's ability to meet the City's schedule, outlining the approach that would be undertaken in providing the requested services.

5.4 Section 4 – Proposed Innovations

The Proposer may also suggest technical or procedural innovations that have been used successfully on other engagements and which may provide the City with better service delivery. In this Section discuss any ideas, innovative approaches, or specific new concepts included in the Proposal that would provide benefit to the City. Proposed innovations shall be listed as a complete alternative to the requested RFP. The information must be provided in such a format as to allow the City to understand the benefit of the proposed innovation as contrasted with the requested scope of work. This will allow the City to compare proposals and clearly evaluate cost/benefit advantages.

5.5 Section 5 – Project Staffing

This Section shall discuss how the Proposer would propose to staff this project. Key project team members shall be identified by name, title and specific responsibilities on the project.

5.6 Section 6 – Proposal Exceptions

This Section shall discuss any exceptions or requested changes that Proposer has to the City's RFP conditions and requirements. If there are no exceptions noted, it is assumed the Proposer will accept all conditions and requirements identified. Items not excepted will not be open to later negotiation.

## 5.7 Section 7 – Cost Proposal Bid Form

The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. Provision of this information assists the City in determining the firm's understanding of the project, and provides staff with tools to negotiate the cost, provide in a table (See Attachment E).

This Section shall include the proposed costs to provide the services desired. Include any other cost and price information that would be contained in a potential agreement with the City.

PLEASE NOTE: The City of Biddeford does not pay for services before it receives them. Therefore, do not propose contract terms that call for upfront payments or deposits.

## 6. **CONTRACT TYPE AND METHOD OF PAYMENT**

It is anticipated that the agreement resulting from this solicitation, if awarded, will be a *fixed fee* form of contract. The method of payment to the successful Proposer shall be on a *fixed fee* basis with a maximum "not to exceed" fee as set by the Proposer in the proposal or as negotiated between the Proposer and the City as being the maximum cost to perform all work. This figure shall include direct costs and overhead, such as, but limited to, transportation, communications, subsistence and materials. Payments will be based on Monthly Invoices for actual services performed and equipment installed.

Proposers shall be prepared to accept the terms and conditions of the Agreement, including Insurance Requirements in Attachment H. If a Proposer desires to take exception to the Agreement, Proposer shall provide the following information in Section 7 of their submittal package. Please include the following:

- Proposer shall clearly identify each proposed change to the Agreement, including all relevant Attachments.
- Proposer shall furnish the reasons for, as well as specific recommendations, for alternative language.

The above factors will be taken into account in evaluating proposals. Proposals that take substantial exceptions to the proposed Agreement may be determined by the City, at its sole discretion, to be unacceptable and no longer considered for award.

### Insurance Requirements

The selected Proposer(s), at Proposer's sole cost and expense and for the full term of

the Agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined in Attachment H.

All policies, endorsements, certificates and/or binders shall be subject to the approval of the Capital Improvement Facilitator of the City of Biddeford as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Capital Improvement Facilitator. The selected Proposer agrees to provide the City with a copy of said policies, certificates and/or endorsement upon award of contract.

## **7. REVIEW AND SELECTION PROCESS**

City staff will evaluate the proposals provided based on the following criteria:

- 7.1 Quality and completeness of proposal;
- 7.2 Quality, performance and effectiveness of the solution, goods and/or services to be provided by the Proposer;
- 7.3 Proposer's experience, including the experience of staff to be assigned to the project, the engagements of similar scope and complexity;
- 7.4 Cost to the city;
- 7.5 Proposer's financial stability;
- 7.6 Proposer's ability to perform the work within the time specified;
- 7.7 Proposer's prior record of performance with city or others;
- 7.8 Proposer's compliance with applicable laws, regulations, policies (including city council policies), guidelines and orders governing prior or existing contracts performed by the contractor.

The selection committee will make a recommendation to the awarding authority. The acceptance of the proposal will be evidenced by written Notice of Award from the City's Community Services Department to the successful Proposer.

## **8. PUBLIC NATURE OF MATERIALS**

Responses to this RFP become the exclusive property of the City of Biddeford. At such time as the Capital Improvement Facilitator recommends to form to the City Manager or to the City Council, as applicable, all proposals received in response to this RFP becomes a matter of public record and shall be regarded as public records.

### **• COLLUSION**

By submitting a proposal, each Proposer represents and warrants that its proposal is



genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

## **9. DISQUALIFICATION**

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- 9.1 Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms or conditions of this proposal;
- 9.2 Any attempt to improperly influence any member of the evaluation team;
- 9.3 Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City;
- 9.4 Evidence of incorrect information submitted as part of the proposal;
- 9.5 Evidence of Proposer's inability to successfully complete the responsibilities and obligation of the proposal; and
- 9.6 Proposer's default under any previous agreement with the City, which results in termination of the Agreement.

## **10. NON-CONFORMING PROPOSAL**

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non- acceptance of the proposal, at the sole discretion of the City.

## **11. GRATUITIES**

No person shall offer, give or agree to give any City employee any gratuity, discount or offer of employment in connection with the award of contract by the city. No City employee shall solicit, demand, accept or agree to accept from any other person a gratuity, discount, or offer of employment in connection with a city contract.

~ End of Section ~

**Attachment A**  
**Proposer's Information Form**

PROPOSER (please print):

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Contact person, title, email, telephone and email:** \_\_\_\_\_

**Proposer, if selected, intends to carry on the business as (check one):**

- |  |                                      |
|--|--------------------------------------|
| <input type="checkbox"/> Individual    | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Corporation |

**When incorporated?** \_\_\_\_\_

**In what state?** \_\_\_\_\_

**When authorized to do business in Maine?** \_\_\_\_\_

☐ **Other (explain):** \_\_\_\_\_

**ADDENDA**

To assure that all Proposers have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received:

- ☐ #1  
☐ #2  
☐ #3

☐ **Or,** ☐ \_\_\_\_\_ No  
Addendum/Addenda Were  
Received (**check and initial**).

**PROPOSER’S SIGNATURE**

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

1. If Proposer is **INDIVIDUAL**, sign here:

Date:\_\_\_\_\_

Proposer’s Signature:\_\_\_\_\_

Proposer’s typed name and title:\_\_\_\_\_

2. If Proposer is **PARTNERSHIP** or **JOINT VENTURE**; at least t wo (2) Partners shall sign here:

\_\_\_\_\_  
Partnership or Joint Venture Name (type or print)

Date:\_\_\_\_\_

Date:\_\_\_\_\_

\_\_\_\_\_  
Member of the Partnership or Joint Venture  
signature

\_\_\_\_\_  
Member of the Partnership or Joint Venture  
signature

3. If Proposer is a **CORPORATION**, the duly authorized officer shall sign as follows:

The undersigned certify that he/she is respectively:

\_\_\_\_\_ and

\_\_\_\_\_  
Signature

Title

Of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary’s certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

\_\_\_\_\_  
Corporation Name (type or print)

By:\_\_\_\_\_

Date: \_\_\_\_\_

Title:\_\_\_\_\_

**Attachment B – Scope of Work  
City of Biddeford  
City Hall Facilities Janitorial  
Services Request for Proposals**

**PROJECT DESCRIPTION**

The City of Biddeford is requesting qualified Service Providers to submit proposals including a pricing schedule and a summary of qualifications for providing janitorial services according to the City's specifications and all other terms and conditions. The requested services consist of furnishing all labor, materials, supplies and equipment to perform Facilities Janitorial Services in the City of Biddeford, in accordance with the specifications and conditions specified in the Request for Proposal issued by the City of Biddeford. Request for Proposal documents are available at Biddeford City Hall, 205 Main Street, Biddeford, Maine. Sealed proposals shall be delivered to the City of Biddeford, 371 Hill Street, Biddeford, ME 04005 on or before December 1, 2020.

**SCOPE OF WORK**

**GENERAL CONDITIONS**

These General Conditions make additions, deletions, or revisions, as indicated herein. All provisions which are not added, deleted, or revised, remain in full force and effect. Terms used have the same meanings assigned in the Request for Proposal documents.

**DEFINITIONS**

The following respective supplemental definitions shall apply:

**CITY REPRESENTATIVE(S)**

The City's representative(s) shall be any person(s) designated by the City in writing to the Service Provider. The City's Representative(s) shall be the only person(s) through whom all communication between the City and the Service Provider shall be directed.

**LOCATION OF THE WORK**

Notice is hereby given that the City of Biddeford, "City", in York County, Maine will receive bids for the furnishing of Janitorial Services, "Service Provider", for all Community Services Facilities as listed below. The bid is for service and supplies. Following is a list of each building location to be included in this Request for Proposal and Qualifications:

**Biddeford City Hall**

**205 Main St., Biddeford, ME**

## **WORK SCHEDULE**

The Service Provider employees shall complete all the work required under the Request for Proposal documents as specified in the contract documents.

**Biddeford City Hall:** Cleaning is required 5 nights per week, Monday through Friday after 5:00 p.m. (not including Holidays - list of holidays provided annually by City of Biddeford Human Resource Department.)

Service Provider shall provide the City with an annual schedule for each building's non-daily services. The term daily refers to all days that the Service Provider is required to clean. All personnel will adhere to an agreed upon work schedule for security reasons i.e. exact hours and exact number of personnel in any one building at any given time. Employees will wear identification badges and company uniforms.

All employees must be at least eighteen (18) years of age and thoroughly trained and qualified in the work assigned to them. All employees must be able to follow directions and speak and understand English. All employees working on site must not have been convicted of a felony. Employees must also be physically capable of the duties assigned to them, including lifting/moving heavy items, climbing ladders, etc.

Only authorized employees of the Service Provider may perform any services. In the event of the absence of an employee, for any reason, only an authorized employee of the Service Provider may act as a substitute. The use of unauthorized personnel on the part of the Service Provider may result in immediate cancellation without notice.

Service Provider(s) and Service Provider Employees may not allow on City premises any person who is not an employee or principal with the company, and currently on duty. All paperwork, documents, magnetic media, and any other media at City offices are considered to be confidential and privileged. Service Provider's employees are not authorized to read or make use of any paperwork on or in any desks or offices.

## **LEGAL ADDRESS OF THE CITY**

The official address of the City shall be City of Biddeford (attn.: Pete Donaher, Capital Improvement Facilitator), 371 Hill Street, Biddeford, ME 04005. All correspondence sent to the Service Provider shall be deemed to have been given when mailed via certified mail, or delivered to the address specified in the Agreement. Notice to the City of Biddeford shall be mailed via certified mail, or delivered to the legal address of the City.

**INSURANCE**

Service Provider shall furnish the City with original insurance certificates and endorsements affecting coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City. Insurance requirements are described in Attachment F.

**LAWS AND REGULATIONS**

The work is located in the City of Biddeford, in the County of York, State of Maine. The Service Provider shall comply with all ordinances, regulations, and other lawful requirements of said City, County, State, and Federal governing the work on public property.

**SUPERVISION**

Work performed by employees within the scope of the Service Provider's employees shall be directly employed and supervised by the Service Provider. The Service Provider shall perform management and technical supervision required to complete the work according to the specifications provided by the City. Employee(s) assigned to supervise the work shall be readily available, responsive to the City's representative(s) and capable of speaking and understanding the English language and have the authority to make decisions related to the management of the activities performed by the Contractor's employees.

**SUPPLIES**

The Service provider shall furnish, as part of this agreement, all necessary cleaning supplies and equipment to clean and maintain the use of the facility, including but not limited to carts, containers, baskets, maintenance products, cleaning powders and products, detergents, disinfectants, polishes, vacuum cleaners, mops, brushes, etc., specific brands may be indicated. Service Provider shall maintain Janitor Closet and equipment in a safe and clean condition. Safety Data Sheets (SDS) for each of the cleaning products must be maintained within a binder in the storage space.

The City shall furnish, as part of this contract, all paper products such as toilet paper, hand towels, seat protectors, sanitary napkins, and including trash liners and all soap products necessary for the public to utilize the facilities in a proper manner. All soap dispensers shall be maintained by the Service Provider.

**CONTRACT TERM**

The term of this Agreement shall be for one (1) year. The Agreement may be extended for two (2) additional one-year terms by the mutual written agreement of the parties. The cost of services shall remain firm for the term of agreement.

**CONTRACT TERMINATION**

The City may terminate this Agreement at any time before the expiration of the original term, or any extension thereof. Services may be terminated by the City upon thirty (30) days written notice. Services may be terminated by Service Provider upon ninety (90) days written notice. The City shall compensate Service Provider for all services provided before the actual date of termination. Upon receipt of Notice of Termination from the City of Biddeford, the Service Provider shall immediately discontinue any and all services provided under this Agreement.

**PAYMENTS TO THE SERVICE PROVIDER**

The City shall pay the Service Provider in current funds for the performance of the work, subject to additions and deductions based upon monthly determination by the City and the acceptability of the work performed computed in accordance with the Service Provider's accepted proposal and price schedule. Payment shall be made within thirty (30) days after receipt of an invoice sent to the City by the Service Provider. The Service Provider shall not invoice the City for services prior to thirty (30) days following execution of an Agreement with the City and not more frequent than once every four (4) weeks. The City may withhold payment for any unacceptable service if the Service Provider has been given notice of the deficiency and has not resolved the service deficiency within five (5) working days after receipt of a notification from the City. City has the right to request additional reports and supporting information from Service Provider as deemed reasonably necessary by City to audit Service Provider's performance under this Agreement. Service Provider shall provide all additional reports and information requested by City within ten (10) days of a written request.

**EXTRA WORK**

Extra Work must be authorized by the City and shall be shown as a separate item on the invoice submitted to the City. The invoice for Extra Work shall show the exact location of the work, including the name and location of the facility. The invoice shall include any supplies used with their unit price and total cost, the amount of time required to do the job and the cost for labor, providing that labor is chargeable to this Extra Work.

**INSPECTIONS**

All of the Service Areas will be inspected regularly by the City. The City may require the Service Provider, or the local authorized representative, to accompany City staff during inspections, if the City is not satisfied with the Service Provider's work. The Service Provider or the local authorized representative is expected to be capable of understanding the deficiencies and authorized to take remedial action in a manner consistent with the contract requirements and specifications.

**UNACCEPTABLE SERVICE**

If the City, upon routine inspection, determines that any facility has not been serviced according to the specifications, a notice outlining the deficiencies will be e-mailed to the company representative or faxed to the Service Provider's local office. Payment will not be made for any services not provided by Service Provider. All notices of deficiencies will specify the date when the specified work must be completed. The date of completion will be less than five (5) days from the date the notice is issued. Failure to complete the work to the satisfaction of the City by the date specified will result in no payments being made to the contractor for the missed work.

Prior to re-submitting a request for payment, the Service Provider must request a re-inspection. A re-inspection request should be completed in writing to the City and either faxed or e-mailed to the City. If the work is deemed satisfactory upon re-inspection, the City will accept a request for payment, minus a one hundred dollar (\$100) charge for re-inspection. Any time an additional inspection is required as a result of inadequate performance, the one hundred dollar (\$100) re-inspection charge will be assessed for each inspection completed by the City until the specified work is completed.

**END OF SCOPE OF WORK CONDITIONS**



## **Attachment C – Supplemental General Conditions**

### **City of Biddeford City Hall Facilities Janitorial Services Request for Proposals**

#### **INTENT**

It is the intent of these Supplemental General Conditions to describe minimum quality, quantity, and scope of activity and they are not intended to be restrictive to any Service Provider.

The term “cleans”; shall mean “free from soil/dirt”. It is intended that all equipment and building surfaces shall be clean in all areas, whether specifically mentioned or not. The term “all areas” means all surface areas in the building.

The Service provider shall furnish, as part of this agreement, all necessary cleaning supplies and equipment to clean and maintain building, including but not limited to carts, containers, baskets, maintenance products, cleaning powders and products, detergents, disinfectants, polishes, vacuum cleaners, mops, brushes, etc., specific brands may be indicated. Service Provider shall maintain Janitor Closet and equipment in a safe and clean condition. Safety Data Sheets (SDS) for each of the cleaning products must be maintained within a binder in the storage space.

The City shall furnish, as part of this contract, all paper products such as toilet tissue, hand towels, seat protectors, sanitary napkins, and including trash can liners and all soap products necessary for the public to utilize the facilities in a proper manner. All soap dispensers shall be maintained by the Service Provider.

#### **OFFICE**

The Service Provider shall maintain an office with a competent company representative that can be reached Monday through Friday from 8:00 a.m. to 5:00 p.m. to discuss matters pertaining to this agreement with the Agreement Manager. An office is one that has a maximum response time of forty (40) minutes.

#### **SUBCONTRACTORS**

Service Provider shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

### **ASSIGNMENT OF CONTRACT**

Service Provider shall not assign the agreement or any right or interest hereunder, without the prior consent in writing of the City.

The City reserves the right to add or delete buildings and/or facilities at any time during the life of the contract or resulting extensions, with thirty (30) days written notice to the Service Provider. Additions shall be added at a negotiated rate that has the mutual agreement of the City and Service Provider and the means of negotiation shall utilize comparable facilities under existing service agreement. If the request for additional work begins during a billing cycle, the payment shall be prorated for the month in which work commenced.

The City reserves the right to change the work hours and work/shift schedule. The Service Provider shall be notified at least one (1) full week prior to such changes.

### **RESPONSIBILITY FOR WORK**

The Service Provider employees shall be responsible for all damages to people and/or property that shall occur as a result of the fault or negligence of said Service Provider.

### **PERSONNEL**

The Service Provider shall furnish sufficient supervisory and working personnel capable of promptly accomplishing to the satisfaction of the City's Designee, and on schedule. All such personnel shall be physically able to do their assigned work.

Adequate and competent supervision shall be provided for all work done by the Service Provider's employees to ensure accomplishment of high quality work that will be acceptable to the City's Designee. In addition, a non-working supervisor shall inspect all areas under the contract a minimum of once month. The City's Designee will perform contract compliance inspections only and will not act as a supervisor for the Service Provider.

Service Provider's personnel shall not be allowed to make personal calls while at the City work sites. Service Provider shall be liable for all expenses for any and all non-authorized phone calls.

**Only employees on the payroll are to be on the work site.**

### **HAZARDOUS CONDITIONS**

The Service Provider shall maintain all work sites free of hazards to persons and/or property resulting from his operations. Any hazardous conditions noted by the Service Provider, which is not a result of their operations, shall immediately be reported to the City's Designee.

**ON-SITE STORAGE**

Except for those locations having designated custodial closets, no tools or equipment are to be stored on the premises. It is the Service Provider's responsibility to properly and safely store materials and supplies in the designated closets (i.e. safe distance from water heaters or other heat sources, properly stacking materials. Flammables are not to be stored near ignition sources). No materials are to be stored within 18 inches of ceilings.

**SAFETY TRAINING/PROCEDURES**

Service Provider must provide a copy of its safety training programs that include, but are not limited to, training your staff on hazardous material, safety procedures, and safe work practices.

**END OF SUPPLEMENTAL GENERAL CONDITIONS**

**Attachment D – Specifications**  
**City of Biddeford**  
**Facilities Janitorial Services Request for Proposals**

<b>CLEANING SPECIFICATIONS FOR ALL SITES</b>			
<b><u>FACILITY GENERAL CLEANING</u></b>	<b>ONCE A MONTH</b>	<b>ONCE A WEEK</b>	<b>EACH TIME</b>
VACUUM CARPETS - OFFICES			X
VACUUM CARPETS - CUBICLES			X
VACUUM CARPETS - CONFERENCE ROOMS			X
VACUUM CARPETS - COUNTER AREA & HALLWAYS			X
VACUUM MATS AT ENTRANCES / EXITS			X
SPOT CLEAN CARPETS			X
DUST MOP TILE FLOORS			X
DAMP MOP TILE FLOORS			X
DUST HIGH AREAS			X
DUST PARTITIONS & LEGDES			X
DUST AIR VENTS / GRILLS		X	
DUST BLINDS		X	
DUST WINDOW SILLS		X	
DUST FLOOR LENGTH WINDOW SILLS		X	
EMPTY WASTE BASKETS AND RECYCLED BASKETS			X
SPOT CLEAN KICK PLATES & BASEBOARDS			X
SPOT CLEAN PARTITIONS & DOORS			X
SPOT CLEAN WALLS (TO 5FT)			X
SWEEP & CLEAN ENTRANCE WAYS			X
CLEAN & SANITIZE DOOR HANDLES & PUSH PLATES			X

CLEAN INTERIOR & EXTERIOR OF GLASS DOORS			X
EMPTY TRASH AND RECYCLING RECEPTACLES AND REPLACE LINERS			X
<b><u>FACILITY RESTROOM CLEANING AND SANITIZING</u></b>	<b>ONCE A MONTH</b>	<b>ONCE A WEEK</b>	<b>EACH TIME</b>
DUST MOP TILE FLOORS			X
CLEAN MIRRORS & BRIGHTWORK			X
CLEAN & SANITIZE SINKS			X
CLEAN & SANITIZE TOILETS, TOILET SEATS, AND URINALS			X
CLEAN & SANITIZE DISPENSERS			X
EMPTY SANITARY NAPKIN DISPENSERS			X
EMPTY TRASH RECEPTACLES AND REPLACE LINERS			X
FILL SANITARY NAPKIN DISPENSERS			X
FILL SOAP DISPENSERS			X
FILL TOILET PAPER DISPENSERS			X
FILL TOWEL DISPENSERS			X
SANITIZE & MOP RESTROOMS			X
SANITIZE & SPOT CLEAN WALLS (TO 5FT)			X
SPOT CLEAN RESTROOM PARTITIONS			X

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<u>FACILITY CLOSING INSTRUCTIONS</u>	ONCE A MONTH	ONCE A WEEK	EACH TIME
ARRANGE CHAIRS			X
MAINTAIN JANITOR CLOSET			X
TURN ON NIGHT LIGHTS			X
CLOSE OFFICE AND HALLWAY DOORS			X
SECURE ENTRY DOORS AND WINDOWS			X
ACTIVATE ALARM SYSTEM			X

***SPECIFICALLY EXCLUDED FROM THIS CONTRACT ARE PLANT CARE, AND REPLACEMENT OF LIGHT BULBS, LAMPS, ETC.***

**END CLEANING SPECIFICATIONS**

Attachment E – Cost Proposal Bid Form City of Biddeford  
City Hall Facilities Janitorial Services Request for Proposals

<u>LOCATION</u>	<u>MONTHLY SERVICE PRICE</u>	<u>TOTAL YEARLY PRICE</u>
BIDDEFORD CITY HALL		
		<u>PROPOSAL TOTAL</u>

## Attachment F

### INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF BIDDEFORD (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF MAINE.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES	WORKER’S COMPENSATION	STATUTORY		
	EMPLOYER’S LIABILITY	STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE		
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
YES	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	\$1,000,000	
		ALL DAMAGES	\$1,000,000	
YES	THE CITY OF BIDDEFORD IS TO BE NAMED AS AN ADDITIONAL INSURED: <b>CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS’ COMPENSATION, EMPLOYER’S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.</b>			

#### IV. INSURANCE COVERAGE MUST INCLUDE:

- D. A PROVISION FOR A WRITTEN THIRTY DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
- E. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.
- F. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY'S PRIOR APPROVAL.



- II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.
- III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO  
“ADDITIONAL INSURED”

D. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSURED.

E. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSURED UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSURED, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

F. NOTICE OF CANCELLATION

- 3. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
- 4. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

**NOTICES SHALL BE MAILED TO:**

**DEPARTMENT OF FINANCE  
CITY OF BIDDEFORD  
205 MAIN STREET  
BIDDEFORD, ME 04005**