



**TOWN OF NORTH EAST
CECIL COUNTY, MARYLAND**

REQUEST FOR PROPOSAL

CONTRACT NO. CS-2016-01

CUSTODIAL SERVICES

**NORTH EAST POLICE DEPARTMENT
NORTH EAST TOWN HALL
NORTH EAST COMFORT STATION
NORTH EAST COMMUNITY PARK RESTROOMS**

Bidder's Signature for Identification

Print Bidder's Name

Bidder's Initials _____

Made this _____ day of _____, 2016 by

Business Address _____

The Bidder declares that the only person, firm, or corporation, or persons, firms or corporations that has or have any interest in this proposal or in the Contract or Contracts proposed to be taken is or are the undersigned: that this proposal is made without any connection or collusion with any person, firm or corporation making a proposal for the same work; that the attached specifications have been carefully examined and are understood; that as careful an examination has been made as is necessary to become informed as to the character and extent of the work required; and that it is proposed and agreed, if the proposal is accepted to contract with the Town of North East, Maryland, in the form of Contract heretofore attached, to do the require work in the manner set forth in the specifications.

The bid price on the attached and signed Proposal Forms is to include and cover the furnishing of all equipment, materials (with the exception of the required Green Earth Cleaner and AF79 disinfectant to be purchased by the Town to be used in the Comfort Station and Park Restrooms), and labor requisite and means for performing the work and the doing of all the above-mentioned work in the specifications within the prescribed time. If this proposal shall be accepted by said Town and undersigned shall refuse or neglect within ten days after receiving the Contract for execution to execute the same, then said Town may at their option determine that the Bidder has abandoned the Contract; and thereupon the proposal and the acceptance thereof shall be null and void.

DATE: _____

BIDDER _____ BY _____

BUSINESS ADDRESS _____

TELEPHONE NUMBER _____

FAX NUMBER _____

| Cleaning Schedule | Year One | Year Two | Year Three |
|---|----------|----------|------------|
| Monthly Cleanings | | | |
| Comfort Station & Park Restrooms (per cleaning) | | | |
| Strip and wax floors at Police Department | | | |
| Carpet Cleaning at Town Hall | | | |

CERTIFICATION OF BIDDER'S QUALIFICATIONS

All questions must be answered and included with the bid. The data given must be clear and comprehensive.

1. Name of Contract: CLEANING PROPOSAL – FOR NORTH EAST POLICE ADMINISTRATION BUILDING

Contract No.: PS-2016-01

2. Name of Bidder: _____

3. Bidder's Federal Employer I.D. No.: _____

4. State of Maryland Contractor's License No.: _____

5. Business Address: _____

6. When Organized: _____

7. Where Incorporated: _____

8. How many years has the Bidder been engaged in this business under present firm name? _____

9. Have you ever refused to sign a contract at your original bid? Yes _____ No _____

10. Have you ever defaulted on a contract? Yes _____ No _____

11. Remarks: _____

12. Will you, upon request, furnish any other pertinent information that the Town of North East may require? Yes _____ No _____

Dated at _____ this _____ day of _____, 2016.

With the submission of this certification, the Bidder thereto certifies that the information supplied is, to the best of your knowledge, accurate and correct.

Name of Bidder

By: _____

Title: _____

GENERAL PROVISIONS

GENERAL

These General Provisions are a part of the Contract.

METHOD OF AWARD

- 1) The Town reserves the right to reject any or all bids.
- 2) The Contract shall be awarded or rejected within 30 days from the date of opening bids.
- 3) Unresponsive bids or unbalanced bids may be rejected by the Town.
- 4) The Town may make such investigations as it deems necessary to determine the ability of the Bidders to perform the work. The Bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or the investigation of, such Bidder fails to satisfy the Town that such Bidder is properly qualified to carryout the obligations of the contract and to complete the work contemplated therein.
- 5) The Town reserves the right to show preference to local bidders. The amount shall not exceed six percent (6%) of the amount bid or quoted and/or sixty thousand dollars (\$60,000), whichever is less. A "local bidder" is defined as an individual or business that maintains a place of business or maintains an inventory of merchandise and/or equipment in Cecil County, is licensed by Cecil County and/or State of Maryland, if required, and is subject to the Cecil County real and/or personal property taxes. Any local bidder in default on payment of any town, county or state tax or license shall not be eligible to receive preference until all taxes or licenses due are paid.
- 6) If the Bidder to whom an award is made shall fail to execute the Contract in the specified time, the award may be annulled and the contract awarded to the next qualified bidder or the Town may reject all of the bids as their interest may require.

METHOD OF PAYMENT

Payment will be for the price bid and will be made upon receipt of invoices on a monthly basis.

COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

- 1) The Bidder shall take out and maintain during the life of the Contract the Statutory Workmen's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under the Contract.
- 2) In case any portion of the project is sublet, the Bidder shall require all of the subcontractors similarly to take out and maintain during the entire life of the Contract the Statutory Workmen's Compensation and Employer's Liability Insurance for all of their employees to be engaged in work on the project under the Contract.
- 3) The Bidder and the subcontractor shall not begin work until the Contractor has first filed with the Town satisfactory evidence that insurance of the above nature is in full force and effect.

BODILY INJURY AND PROPERTY DAMAGE LIABILITY INSURANCE

The Bidder shall take out and maintain during the life of the Contract, Bodily Injury Liability and Property Damage Liability Insurance to protect him and any subcontractor performing work covered by the Contract from claims for damages for personal injury, including accidental death, as well as claims for property damage, which may arise from operations under the contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of insurance shall not be less than:

INSURANCE – CONTINUED

1) Commercial General Liability

Bodily Injury and Property Damage
\$1,000,000.00 each occurrence
\$2,000,000.00 aggregate
\$1,000,000.00 Products and Completed operations

2) Worker’s Compensation-Statutorily Requirements

The Bidder shall provide to the Town a Certificate of Insurance upon commencement of the Contract and notice within ten (10) days of any change of insurance coverage set forth herein. The Town, its officials, employees and volunteers shall be included as an additional insured according to its interest during the term of the Contract. The policy or policies shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the Town thirty (30) days notice in writing. A lapse in insurance coverage shall be considered as contract default.

INDEMNITY

The Bidder will defend, save harmless and exempt the Town, its officers, agents, servants, volunteers and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney’s fees resulting from injury to persons or damage to property arising out of work done in the performance of this contract. The Town reserves the right to retain counsel of its own choice, at the Bidder’s expense or in the alternative, approve counsel obtained by the Bidder.

SPECIFICATIONS

Contractor’s Responsibilities:

- 1) All cleanings are to take place after normal business hours (after 4:30 Monday-Friday or all day Saturday and Sunday)
- 2) No cleaning shall be performed on Town observed holidays. Town currently observes the following holidays: New Year’s Day, Martin Luther King Day, Presidents’ Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day.
- 3) Upon contract award, the Contractor must provide the Town with a schedule of actual days or dates which the Monthly cleanings will occur.
- 4) Disruption of the Department’s personnel shall be kept to a minimum. At no time shall the Contractor’s employees interrupt Department personnel. Any issues needing to be addressed may be done so through the North East Police Chief, Director of Finance and Administration or Maintenance Supervisor depending on the building.

- 5) All cleaning supplies which are necessary to perform this contract (excluding the AF79 Disinfectant and Green Earth Cleaner), including but not limited to toilet cleaners, disinfectants, spray deodorizers, furniture polish, window cleaning, stripper, sealer, finish etc. will be furnished by the Contractor, including toilet paper and paper towels.
- 6) Inflammables will not be utilized as a cleaning or polished agent without the prior written approval of the Maintenance Supervisor.
- 7) The Contractor shall furnish a list of all hazardous products used and stored at the location. Upon demand, the Contractor will supply Town with an OSAH Form #20 "Material Safety Data Sheet" on all products displaying a warning label used in the performance of this contract.
- 8) No bowl cleaners, acids or strong alkalis shall be used without first obtaining written permission from the Maintenance Supervisor. No abrasives shall be used to clean fixtures, pipes, hardware or fittings.
- 9) Cleaning supplies and equipment shall be used in accordance with manufacturer's specifications.
- 10) The contractor shall display "Wet Floor" signs while work is being performed on floors to ensure the safety of the building's occupants and Contractor's employees at all times.
- 11) The contractor shall immediately report all maintenance and utility problems and malfunctions found within the cleaning areas to the Town.
- 12) Maximum efforts will be made to conserve electricity and maintain security. Prior to leaving an unattended area, it shall be the Contractor's responsibility to extinguish all lights and to secure all window and doors by closing and/or locking, except as otherwise directed.
- 13) The Contractor shall be responsible to repair all damages that result to the Town's property for the execution of this contract, at no expense to the Town of North East.

GENERAL:

- 1) The work to be done by the Contractor shall be subject to the inspection and approval of the Town.
- 2) All materials, supplies and equipment will be subject to the inspection and approval of the Maintenance Supervisor before their use is authorized.
- 3) The Contractor's employees shall present a neat and clean appearance at all times.
- 4) Employees assigned to the performance of this contract shall be subject to dismissal from the premises at the direction of the North East Police Chief.
- 5) The Contractor shall use industry standards for professional cleaning procedures in the conduct of this contract.

SECURITY:

- 1) Prior to beginning work under this contract, the Contractor is required to submit to the North East Police Chief a legible list of custodial employees indicating full name, address, date of birth, and social security number. This information will also be provided on all new employees as they are hired to service this contract as a record check will be conducted on all

persons assigned to the performance of this contract. No one shall enter the North East Police Department or Town Hall until approval has been granted by the North East Police Chief.

- 2) The Contractor's personnel will be requested to sign in and out daily on an appropriate log when reporting to work and leaving the North East Police Department.
- 3) All custodial employees will be required to sign a Confidentially Agreement provided by the Town.

SCHEDULES: ***Monthly Cleaning***

| Item –Restrooms (Men/Women/Lobby) 3 in each Town Hall and Police Department | Work Description |
|--|---|
| Toilets, sinks, urinals | Clean, sanitize, polish inside and outside |
| Trash Containers | Empty, line, clean, sanitize |
| Dispensers, soap, towel, tissue | Fill, clean, sanitize |
| Glass, mirrors chrome hardware | Clean, polish |
| Water Fountain | Clean and disinfect |
| Floors | Sweep, damp mop, sanitize |
| Partitions and doors | Dust, damp mop, spot clean |
| Walls by sinks/urinals | Damp wipe |
| Floor drains | Seal, clean |
| Shower stalls | Clean, sanitize, polish |
| Paper | Restock toilet paper and paper towel dispensers |

| Item – Front Lobby Town Hall and Police Department | Work Description |
|---|---------------------------------|
| Floor | Sweep, damp mop, vacuum carpets |
| Furniture | Dust, polish |
| Doors (front glass doors and inside door) | Clean |
| Counter Windows (both sides) | Clean |

| Item - Miscellaneous | Work Description |
|--|--|
| Hallway Police Department & Town Hall | Sweep, damp mop, buff, vacuum carpets |
| Dispatch Room Police Department | Sweep, damp mop, buff, clean countertops and file tops. Dust bookcase, blinds |
| Kitchen Police Department & Town Hall | Sweep, damp mop, buff, clean countertops, dust blinds |
| CID Police Department | Sweep, damp mop, buff, clean countertops and file tops. Dust bookcase, blinds |
| Offices (2) Police Department (7) Town Hall | Sweep, damp mop, buff, vacuum, clean countertops, and file tops. Dust bookcase, blinds |
| Meeting/Conference Rooms | Sweep, vacuum, clean countertops and file tops. Dust furniture, blinds |

| Item - Cells | Work Description |
|--|--|
| Cell Area (3 cells) Police Department | Floors sweep and damp mop Toilets cleaned, sanitized and polished Sinks cleaned, sanitized and polished Benches cleaned, sanitized and polished |

North East Community Park Restrooms – to be cleaned Wednesday through Sunday from April 1 through October 31 each year

| Item | Work Description |
|--------------|---|
| All Surfaces | Apply AF79 Disinfectant daily and weekly apply Green Earth Cleaner. |
| Floors | Sweep floors |
| Paper | Restock paper towels and toilet paper dispensers |

North East Comfort Station – to be cleaned Wednesday through Sunday from April 1 through October 31 each year. Twice weekly cleanings remainder of year.

| Item | Work Description |
|--------------|---|
| All Surfaces | Apply AF79 Disinfectant daily and weekly apply Green Earth Cleaner. |
| Floors | Sweep floors |
| Paper | Restock paper towels and toilet paper dispensers |

Semi -Annual Cleaning – to be completed twice a year

| Item - Floors | Work Description |
|-------------------------------------|--|
| Vinyl tiled Areas Police Station | Sweep, strip, twice rinse and apply 4 coats of finish to vinyl tiled areas |
| Carpeted Areas Town Hall | Steam clean carpets |

TERMINATION/DEFAULT

The Town reserves the right to terminate the contract by giving the Bidder ninety (90) days written notice of its intent to terminate the contract without cause. The Town also reserves the right to terminate the contract by providing thirty (30) days written notice if Bidder or Bidder’s agents fail to perform in accordance with the bid proposal, including but not limited to:

- 1) Causing excessive damage to building, furniture, equipment.
- 2) Failing to comply with the terms of this proposal.
- 3) Failing to maintain insurance as set forth in this proposal.
- 4) Any breach in the Confidentiality Agreement.

The Town shall also have the right to retain the services of another contractor to complete the services required by the proposal and charge back the Bidder for said services. The Town shall also be entitled to such other remedies as permitted by this proposal or law.

BIDDERS TO EXAMINE LOCATION

Bidders must make a personal examination of the location of the proposed work and surroundings thereof, and shall thoroughly acquaint themselves with the details of the work to be done and all the conditions and obstacles likely to be encountered in the performance and completion of the work. Bidders shall carefully study the Contract Documents and thoroughly satisfy themselves as to the conditions under

which the work is to be performed and the service to be provided and be prepared to execute the work outlined in the Contract Documents in every particular without extra charge.

ASSIGNMENTS AND SUBLETTING

No assignment, transfer, conveyance or otherwise disposal of the contract or any rights occurring under this contract shall be made without the express written consent of the Town. In the event of an assignment, the assignee shall assume the full liability of the contractor in meeting all of the terms and conditions of this contract.

COMPLIANCE WITH LAWS

- 1) The Bidder shall comply with all laws, ordinances, codes and regulations of the Town of North East, Cecil County, the State of Maryland and the United States of America, affecting, but not necessarily limited to, labor and business licensing, safety and health, discrimination in employment practices, compliance with regulations on equipment and related operations, and other taxes.
- 2) The Bidder shall be responsible for any and all fines, penalties and any other costs whatsoever arising from non-compliance with laws and regulations of the Town of North East, Cecil County, State of Maryland and/or the United States of America.

RELATIONSHIP

The relationship of the Bidder to the Town is that of an independent contractor and not one of employment. None of the employees or agents of the Bidder shall be employees of the Town.

EMPLOYMENT DISCRIMINATION

During the performance of the Contract, the Bidder agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Bidder.

INSTRUCTIONS TO BIDDERS

- 1) Bids shall be submitted in a sealed envelope addressed to the:

TOWN ADMINISTRATOR
NORTH EAST TOWN HALL
106 S. MAIN STREET / P.O. BOX 528
NORTH EAST, MARYLAND 21901-0528
- 2) The bidders name and address shall appear in the upper left-hand corner of the bid envelope with the job name and contract number appearing in the lower left-hand corner of the envelope. Failure to submit a bid in this manner shall be considered cause for rejection of the bid.
- 3) Please provide a minimum of three (3) references (include contact person, address and telephone number).
- 4) Sealed Bids will be accepted until **1:00 p.m. on June 13, 2016.**