

Request for Proposals
for
Cleaning and Maintenance Services
for
Common Area and Shared Office and Laboratory Spaces
at
Downstate Biotechnology Incubator
760 Parkside Avenue, Brooklyn, NY
and
710 Parkside Avenue, Brooklyn, NY

Introduction:

Downstate Technology Center, Inc., a not-for-profit affiliate of State University of New York Downstate Medical Center, seeks proposals from qualified contractors to provide cleaning and maintenance services to Common Area Space at Downstate's Biotechnology Incubator buildings in East Flatbush, Brooklyn, New York. The space includes conference rooms, core facility rooms, lunchrooms with kitchenettes, lobbies / reception areas, pantries, staff office space, restrooms, stairwells, hallways, shared office area, shared laboratory space, parking lot, dumpster areas, courtyard, sidewalks and gardens. While Downstate will plow snow, the Contractor will assist with some snow and ice removal and spreading salt.

Background:

The Downstate Biotechnology Incubator, which is overseen by Downstate Technology Center, Inc. ("DTCI"), a 501(c)(3) non-profit organization, provides start-up and early stage companies affordable wet laboratory / office and medical space. It includes the Incubator building (50,000 sf) and the Synthetic Chemistry Facility, a neighboring biotechnology laboratory and office building called Incubator West (13,000 sf).

Request for Proposals:

This is a Request for Proposals to provide Cleaning and Maintenance Services for the common areas, shared and management spaces at the Biotech Incubator buildings.

Alternate / Multiple Proposals:

The specifications describe the cleaning / maintenance services that DTCl believes are necessary to meet the performance requirements for the facility. It is not the desire or intent of DTCl to eliminate or exclude any company from submitting a proposal because of minor deviations, alternates or changes that DTCl may deem an improvement to the level of service provided.

Prospective Contractors desirous of submitting a proposal on items which do not comply with the specifications but which they believe are equivalent or necessary to providing satisfactory cleaning services should submit an alternate proposal. Clearly indicate such alternate proposals as such, and note any deviations from the applicable specifications. The proposal must include complete specifications for the items offered or deviation proposed, i.e., the scope of work covered and/or schedule changes. Prospective contractors wishing to submit a secondary proposal must submit it as an alternate proposal. Submit only one proposal per sealed envelope.

DTCl shall be the sole and final judge unequivocally as to whether any substitute is of an equivalent or better quality or is necessary for providing the best possible cleaning services.

Basis of Award:

DTCl is seeking firm fixed annual price quotations to provide the specified Cleaning and Maintenance Services for a period of 12 months. Generally, the contract award shall be made to the lowest qualified bidder based on the overall lowest rates and overall quality of service deemed appropriate for DTCl. DTCl will also consider other factors, such as mechanical / repair ability, when awarding the contract.

Pre-Proposal Site Visit:

Prospective firms must attend a mandatory pre-proposal walk-through at 10:00 AM on Wednesday, February 20, 2019 at the Downstate Biotechnology Incubator, 760 Parkside Avenue, between Nostrand and New York Avenues, Brooklyn, New York. The walk-through site visit will allow prospective contractors to assess and survey the scope of work involved. Prospective contractors are encouraged to collect all necessary information and to satisfy any questions. **Please email david.norton@downstate.edu to confirm your intention to attend the Site Visit.**

Insurance and Third Party Liability:

The successful vendor (Contractor) shall procure and maintain, or produce holding for the duration of the contract the insurance specified in the attached Schedule A and to name the following entities as additional insureds: Downstate Technology Center, Inc., The Health Science Center at Brooklyn Foundation, Inc., the Research Foundation for State University of New York, SUNY Downstate Medical Center. The contractor is also required to carry statutory unemployment and disability insurance coverage for its employees.

The contractor shall furnish to DTCl satisfactory proof of coverage of the above requirements by a reliable company or companies prior to the implementation of the

contract. Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy may not be cancelled or changed without thirty (30) days advance written notice to DTCl. Contractor shall provide DTCl documentation for insurance renewals or changes within thirty (30) days.

Indemnity and Hold Harmless Provisions:

To the fullest extent permitted by law, the Contractor shall agree to defend, indemnify and hold harmless DTCl, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against DTCl, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in any way result therefor, except that arising out of the sole legal cause of DTCl, its agents or employees. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in connection therewith, and, if any judgment shall be rendered against DTCl, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. The Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend DTCl, its officials, agents and employees as herein provided.

Qualifications of Proposing Contractor:

The prospective contractor must be satisfactory to DTCl from the standpoint of such matters as experience, length of time in business, reliability and demonstrated ability to provide the services required by the specifications. A qualified contractor must satisfy the following requirements:

- A. Maintain a permanent place of business.
- B. Have appropriate workforce and equipment to perform the services in an expeditious and adequate manner. Have the appropriate labor force to provide service if an employee is ill or on vacation.
- C. Have satisfactorily furnished services of similar size and scope for a period of at least 12 months (preferred).
- D. Provide three current reference contacts for services of similar scope as part of the Proposal.

Tax Exemption:

DTCl is exempt from all state and local sales taxes.

Cancellation:

DTCl reserves the right to terminate the services at any time during the term of the contract upon a 30 day written notice to the Contractor.

Proposal Terms:

DTCI reserves the right to reject any or all bids, to either waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by DTCI to be in the best interests of DTCI even though not the lowest bid. If DTCI selects a proposal, it will be the most advantageous regarding price, quality of service, the Contractor's qualifications and capabilities to provide the specified service, and other factors that DTCI may consider. DTCI does not intend to award a contract based solely on any response made to the proposal; DTCI reserves the right to consider proposals for modifications at any time before a contract award, and DTCI will negotiate with that Contractor whose proposal best meets DTCI's specifications and needs.

In the event it becomes necessary to revise any part of the RFP, DTCI will provide addenda. DTCI may adjust deadlines for submission of proposals to allow for revisions.

Proposals should be prepared simply and economically providing a straightforward, concise description of the contractor's ability to meet the requirements of the RFP. Print or type proposals.

For inquiries, contact David Norton at the below address.

RFP Submission:

DTCI must receive proposals no later than 2:00 PM on Friday, February 22, 2019.

Contractors may submit proposals by email or mail to:

**David Norton
Executive Director
Downstate Technology Center, Inc.
SUNY Downstate Medical Center
450 Clarkson Avenue, MSC 129**

**Basic Sciences Building Room 2-87
Brooklyn, NY 11203-2098
Phone: 718-270-4632
david.norton@downstate.edu**

Allow sufficient time for delivery of your response. DTCI will not consider responses received after the deadline.

Contractors are solely responsible for any costs incurred in the preparation of the submittal. DTCI will not reimburse such costs.

All proposals and accompanying documentation submitted in response to this RFP shall become the property of DTCI and DTCI will not return submissions to respondents.

Prior to making an award, DTCI reserves the right to require a respondent to submit additional information bearing on the respondent's ability to perform the work, as DTCI deems appropriate. In making its evaluation, DTCI may consider any information available to it concerning the qualifications of the respondent.

DTCI may cancel this RFP, in whole or in part, at any time before contract award. Issuance of this RFP creates no obligations on the part of DTCl to award a contract.

Schedule:

RFP document release	Wednesday, February 13, 2019
Walk-through	Wednesday, February 20, 2019, 10:00 AM
Written questions/clarifications due	Wednesday, February 27, 2019 4:00 PM
Written responses issued	Friday, March 1, 2019
Proposal due (by email or mail)	Friday, March 8, 2019, 2:00 PM

The above schedule is subject to change.

RFP Questions:

Submit all questions in writing **by email**, citing the RFP page and section, to david.norton@downstate.edu.

DTCl will not answer questions received after February 19, 2019 at 4:00 PM. DTCl will share copies of all questions and answers with all companies who have responded to the RFP. Only written answers are official.

Respondents must acknowledge all issued addenda to the RFP.

Scope of Services:

CLEANING

Contractor will provide janitorial/cleaning services to DTCl consisting primarily of common areas following industry-approved methods for routine cleaning. All labor, cleaning supplies and equipment necessary to complete the services are included in the specification unless otherwise noted. Contractor will provide a minimum of one (1) person to perform all cleaning duties listed below and any additional duties that DTCl may request. Contractor will determine the number of FTEs required to maintain the facilities in first class condition. Regular working hours are daily Monday – Friday, approximately 9:00 AM to 5:00 PM. Contractor will monitor and maintain cleanliness of all areas throughout the day. Contractor is responsible for providing DTCl with appropriate advance notice of any changes or potential changes to cleaning personnel's usual work schedule and to provide appropriately trained personnel to substitute when needed for the usual duties and schedule.

Contractor will be responsible for common area space at the biotech Incubator – e.g., hallways, stairwells, conference rooms, vestibules, lobbies, pantry, lunchroom with kitchenette, bathrooms and outdoor areas (including sidewalks, courtyards, gardens and parking lot) – not the interiors of individual tenant laboratories or offices. Contractor will also be responsible for management spaces including but not limited to offices, workroom, mechanical spaces and storage spaces. From time to time, as requested by DTCl, Contractor will clean leased areas to prepare for a new tenant or when requested by DTCl management. Contractor will clean mechanical spaces (boiler rooms, electrical rooms, elevator rooms, server rooms, telecommunications rooms, etc.) at least quarterly.

At the Incubator West facility, Contractor will be responsible for all common and shared spaces (including shared laboratory and desk areas), management spaces, the exterior courtyard, sidewalks, dumpster areas, bathrooms.

Tenants will have the option of contracting with Contractor for cleaning services within their rented spaces. In such case, Contractor should notify DTCl and bill tenant(s) directly. DTCl will have no responsibility for the payment of costs and fees for work done within tenant leased spaces.

Litter Removal

- Empty all wastepaper baskets from common areas and return them to their proper places. Segregate trash and recyclables.
- Change liners as necessary.
- Remove and dispose of gum, leftover food/beverages, or related containers.
- Pickup and dispose of non-regulated tenant trash that tenants have bagged and left in the common areas adjacent to their doors.
- Dispose of collected trash into the receptacles designated by DTCl. Empty all recycle bins into appropriate receptacles as instructed by DTCl.
- Dispose of any cleaning-related chemicals or similar substances in a safe manner compliant with applicable regulations and DTCl instructions.

Floor Maintenance

- Sweep non-carpeted floors, stairwells and exterior of entranceways daily.
- Wash all non-carpeted floors as needed but not less than weekly, including floors of elevators and stairways.
- Vacuum carpeted floors, if any, daily.
- Vacuum all walk-on floor mats daily; wash quarterly.
- Buff tile floors (including lobbies, corridors, restrooms) monthly.
- Strip, wash and wax tile floors quarterly. Scheduling of this work should not interfere with daily duties and, if necessary, outside of normal hours.
- No dirt, paper or debris should be visible on floor surfaces of any public areas.

Surface Maintenance

- Clean all smudges, spots and fingerprints around light switches, doorknobs, glass surfaces, etc. as needed.
- Clean any stains, spots or sticky surfaces (e.g., from spilled beverages) daily.
- Clean glass entrance doors at least daily.
- Clean glass windows of interior doors monthly – for windows of laboratory doors, only sides facing common areas.
- Polish and clean elevator doors, frames and saddles as appropriate for surfaces.
- Clean interior of elevator cabs daily.
- Dust walls weekly and, if appropriate for the surface, wash quarterly.
- Dust baseboard heaters, stairwells, hand rails, windowsills weekly.
- Clean markings and writings from all interior walls, doors and partitions, including the interior of elevator cab.
- Dust all picture frames and other wall hangings within reach - i.e., no higher than six (6) feet above the ground –weekly.

- Wipe and polish all metal surfaces weekly.
- Clean coolers and water fountains daily.

Bathrooms or Restrooms and Shower

- Clean mirrors daily.
- Wash and disinfect toilet seats on all sides daily.
- Clean and disinfect washbasins, urinals and bowls daily.
- Clean markings and writings from all lavatory surfaces, including walls, partitions and dispensers daily.
- Sweep, wash and disinfect floors daily.
- Damp-wipe tile walls. Disinfect tile walls around urinals daily.
- Dust dispensers, partitions, tile walls and receptacles as needed.
- Empty and clean trashcans and receptacles daily. DTCl will pay for the plastic liners.
- Fill toilet tissue, paper towel and soap dispensers. Keep spare toilet tissue or paper towels available adjacent to dispensers as necessary to ensure a readily available supply at all times. Change batteries as needed.
- Remove all spots or debris.

Exterior

- Keep Dumpster areas in a neat and orderly condition. Collect all loose trash and/or spillovers adjacent to dumpster.
- Clean and disinfect loading and Dumpster areas weekly, or as instructed by DTCl.
- Cleaning personnel is to notify DTCl of any unauthorized dumping of trash by non-Incubator personnel.
- Remove debris in parking area, sidewalks, gardens and entranceways. No cigarette butts, wrappers, paper or similar materials in these areas.
- Sweep sidewalks in front and back of properties and parking area daily, or as instructed by DTCl.
- Notify DTCl promptly of any missed Dumpster pickups and of any conditions that may impact Dumpster pickups.

Other

- Cleaning personnel should have a working knowledge of the English language.
- Extinguish interior lights and return chairs and other office furniture to their proper positions upon completion of cleaning duties.
- Clean all areas not included on a regular cleaning schedule - e.g., lamps, high glass, etc. - when requested by DTCl.
- Perform cleaning-related duties in a manner that does not inconvenience or disturb tenants or neighbors, or that creates a hazard for tenants or neighbors. Bring any conflicts or potential conflicts to the attention of DTCl immediately.
- Cleaning personnel is responsible for immediately notifying DTCl of any potentially hazardous or impermissible conditions or practices they may observe, e.g., improper tenant disposal of regulated/hazardous waste, smoking, etc.
- Cleaning personnel is responsible for providing DTCl with sufficient advance notice of any needed supplies. Cleaning personnel is

responsible for filling all dispensers and for being appropriately equipped with all cleaning supplies needed for cleaning duties.

- Cleaning personnel is responsible for maintaining janitor closet(s) and storage areas in a safe and clean condition.
- Cleaning personnel is responsible for the safe and appropriate storage and maintenance of all cleaning supplies and related equipment.
- Cleaning personnel is responsible for taking all safety precautions appropriate for cleaning duties, materials and equipment. This includes safety precautions relating to cleaning personnel (e.g., wearing gloves, etc.) as well as tenants/passersby ('wet floor' signs, etc.).
- Cleaning personnel is to report all non-functioning plumbing or light fixtures to DTCl promptly.
- Contractor will be responsible for cleaning personnel's theft or misuse of cleaning or related supplies and equipment. Contractor-provided supplies that DTCl has paid for will be for the sole use of the facility.
- DTCl will not be responsible for the safety of Contractor-owned equipment.
- Contractor is responsible for the supervision, training and conduct of cleaning personnel.
- DTCl may require all cleaning-related personnel to attend DTCl training sessions relating to the handling and disposal of regulated materials. Such materials are to be a responsibility of separate vendor(s) authorized to perform such functions, and cleaning personnel must be able to identify such materials so they do not accidentally treat them as ordinary trash. Cleaning personnel are required to abide by all guidelines relating to regulated and/or hazardous materials.

MAINTENANCE

Contractor will provide maintenance services to DTCl as necessary. These services include, but are not limited to:

- Stripping, cleaning and waxing floors as needed, at least quarterly
- Changing light bulbs and ballasts
- Monitoring and changing water filters as necessary
- Coordinating preventive maintenance and other services with third-party vendors
- Monitor operations of parking gate, card readers, intercom, etc.
- Moving furniture, equipment and supplies into / out of storage, laboratory areas
- Set up, clean up, break down of conference rooms for meetings and events
- Placing protective pads in elevators during tenant move in / out and delivery of large equipment
- Maintaining roof drains to keep them free of debris
- Assist with garden maintenance, including watering, weeding, planting, etc.
- Accepting package deliveries for tenants
- Allowing access to tenants as appropriate
- Assisting tenant companies with minor maintenance duties
- Assist with snow removal, spreading salt, keeping sidewalk and parking areas free of ice.

Schedule A

INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain at a minimum the following types of insurance coverage and limits of liability:

- 1) Commercial General Liability (CGL) with combined single limits of insurance (bodily injury and property damage) of not less than \$1,000,000 each Occurrence and \$2,000,000 Annual Aggregate.

If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply on a per project basis.

The Health Science Center at Brooklyn Foundation, Inc. State University of New York Downstate Medical Center, Downstate Technology Center, Inc. and the Research Foundation of SUNY shall be included as Additional Insureds on the Contractor's CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the Additional Insureds. The CGL insurance for the Additional Insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds.

- 2) Business Automobile Liability (AL) with limits of insurance of not less than \$1,000,000 each accident.

AL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

- 3) Workers Compensation (WC) (statutory limits of coverage) & Employers Liability (EL) with limits of insurance of not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for injury by disease and \$500,000 policy limit for disease.

The Policy shall include an All States coverage endorsement.

- 4) Commercial Umbrella Liability (UL) with limits of insurance of not less than \$5,000,000.

UL coverage must include as Additional Insureds all entities that are Additional Insureds on the CGL policy. The UL coverage for the Additional Insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the Additional Insureds other than the CGL and EL coverage maintained by the Contractor.

- 5) Professional Liability Insurance (where applicable - when the Contractor is providing Asbestos Abatement services, Air Quality Testing services and/or any other Professional Advisory/Consulting services) with limits of insurance of not less than \$1,000,000 per claim.
- 6) Professional Liability Insurance (where applicable - Architectural, Engineering, Environmental, Surveying related services) with limits of insurance of not less than \$1,000,000 per claim.
- 7) Waiver of Subrogation:

Contractor waives all rights against The Health Science Center at Brooklyn Foundation, Inc. State University of New York Downstate Medical Center, Downstate Technology Center, Inc. and the Research Foundation of SUNY as well as these entities' directors and employees for recovery of damages to the extent these damages are covered by CGL, AL, WC & EL or UL insurance maintained per the requirements stated above.