Request for Proposals

for

Cleaning and Handyman Services

for

Common Area Space

at

Downstate Biotechnology Incubator

760 Parkside Avenue, Brooklyn, NY

and

Synthetic Chemistry Facility

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 handyman services to Common Area Space at Downstate's Advanced Biotechnology Incubator building and its Synthetic Chemistry Facility building in East Flatbush, Brooklyn, New York. The space includes conference rooms, core facility room, lunch room with kitchenette, lobby / reception area, pantry, staff office space, restrooms, stairwells, hallways, removing debris from parking lot, around dumpsters and sidewalks. While Downstate will plow snow, the Contractor will assist with some snow removal. At the Synthetic Chemistry Facility, the space includes exterior courtyard, dumpster areas, bathroom and one laboratory.

Background:

The Downstate Advanced 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. The Synthetic Chemistry Facility is a biotechnology laboratory and office building.

Request for Proposals:

This is a Request for Proposals to provide Cleaning and Handyman Services for the common area spaces at the Biotech Incubator building and the neighboring Synthetic Chemistry Facility.

Alternate / Multiple Proposals:

The specifications describe the cleaning / handyman services that DTCI believes are necessary to meet the performance requirements for the facility. It is not the desire or intent of DTCI to eliminate or exclude any company from submitting a proposal because of minor deviations, alternates or changes that may be deemed 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 are requested to submit an alternate proposal. Such alternate proposals must be clearly indicated as such, and deviations from the applicable specifications are to be clearly noted. The proposal must be accompanied by complete specifications for the items offered or deviation proposed. Prospective contractors wishing to submit a secondary proposal must submit it as an alternate proposal. Only one proposal per sealed envelope shall be accepted.

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

Basis of Award:

DTCI is seeking firm fixed annual price quotations to provide the specified Cleaning and Handyman Services for a period of 12 months. Generally, the contract awards shall be made to the lowest qualified bidder based on the overall lowest rates and overall quality of service deemed appropriate for DTCI for the 12 month period. Other factors such as mechanical / handyman ability will also be considered 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 4, 2015 at the Advanced 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.

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 disability insurance coverage for its employees.

The contractor shall furnish to DTCI 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 DTCI.

Indemnity and Hold Harmless Provisions:

To the fullest extent permitted by law, the Contractor shall agree to defend, indemnify and hold harmless DTCI, its officials, agents and, employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against DTCI, 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 DTCI, 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 connections therewith, and, if any judgment shall be rendered against DTCI, 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 DTCI, its officials, agents and employees as herein provided.

Qualifications of Proposing Contractor:

The prospective contractor must be satisfactory to DTCI 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. These references are to be submitted as part of the Proposal.

Tax Exemption:

DTCI is exempt from all state and local sales taxes.

Cancellation:

DTCI 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 a proposal is selected, 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 fully on the basis of any response made to the proposal; DTCI reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations will be undertaken with that contractor whose proposal is deemed to best meet DTCI's specifications and needs.

In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFPs may be adjusted 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. Proposals should be typewritten.

For inquiries, contact David Norton at the below address.

RFP Submission:

Proposals must be received no later than 2:00 PM on Friday, February 20, 2015.

Proposals may be submitted by email, mail or hand. The RFP package is to be submitted to:

David Norton
Executive Director
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. Responses received after the deadline cannot be considered.

Any costs incurred by the bidder in the preparation of the submittal are the sole responsibility of the bidder and will not be reimbursed.

All proposals and accompanying documentation submitted in response to this RFP shall become the property of DTCI and will not be returned to the 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 DTCI to award a contract.

Schedule:

RFP document release
Walk-through
Written questions/clarifications due
Written responses issued
Proposal due (by email, mail or hand)

January 22, 2015 Wednesday, February 4, 2015, 10:00 AM Wednesday, February 11, 2015 Friday, February 13, 2015 Friday, February 20, 2015, 2:00 PM

The above schedule is subject to change.

RFP Questions:

All questions must be submitted in writing, citing the RFP page and section, to David Norton (david.norton@downstate.edu). All questions **must be e-mailed.**

Questions received after February 11, 2015 will not be answered. Answers to all questions, as well as copies of the questions, will be given to all companies who have responded to the RFP request. 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 DTCI 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 one (1) person to perform all cleaning duties listed below and any additional duties that may be requested by DTCI. This work is to be performed 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 DTCI with appropriate advance notice of any changes or potential changes to cleaning personnel's usual work schedule.

Contractor will only be responsible for common area space at the biotech Incubator – e.g., hallways, stairwells, conference rooms, lobbies, pantry, lunchroom with kitchenette, bathrooms and outdoor areas – not the interiors of individual laboratories or offices. From time to time, as requested by DTCI, Contractor will clean leased areas to prepare for a new tenant or when requested by DTCI management. Contractor will clean mechanical spaces (boiler rooms, electrical rooms, elevator rooms, telecommunications rooms, etc.) twice per year.

At the Synthetic Chemistry Facility, Contractor will be responsible for the exterior courtyard, dumpster areas, bathroom and one laboratory.

Tenants will have the option of contracting for the services of the common area cleaning personnel within their respective rented spaces, and if so, tenant(s) are to be billed directly and will be solely responsible for the payment of related fees.

Litter Removal

- Empty all wastepaper baskets from common areas and return them to their proper places.
- o Change liners as necessary liners to be paid by DTCI.
- 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 DTCI.
 Empty all recycle bins into appropriate receptacles as instructed by DTCI.
- Dispose of any cleaning-related chemicals or similar substances in a safe manner compliant with applicable regulations and DTCI instructions.

Floor Maintenance

- Sweep non-carpeted floors, stairwells and exterior of entranceways daily.
- Wash all non-carpeted floors as needed but not less than once a week, including floor of elevator.
- Vacuum carpeted floors, if any, daily.
- o Vacuum all walk-on floor mats daily.
- Buff tile floors weekly.
- Strip, wash and wax tile floors at three month intervals.
- 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 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.
- o Dust walls weekly and, if appropriate for the surface, wash quarterly.
- Clean markings and writings from all interior walls, doors and partitions, including the interior of elevator cab.
- All picture frames and other wall hangings within reach i.e., no higher than six (6) feet above the ground – should be dusted weekly.
- Wipe and polish all metal surfaces weekly.
- Clean coolers and water fountains daily.

Bathrooms or Restrooms

- Clean mirrors daily.
- Wash and disinfect toilet seats on all sides daily.
- o 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. Tile walls around urinals are also to be disinfected daily.
- Dust dispensers, partitions, tile walls and receptacles as needed.
- Empty and clean trash cans and receptacles daily. DTCI 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. Toilet tissue, paper towels, soap and batteries to be paid for by DTCI.
- o No spots or debris.

Exterior

- Keep Dumpster area in a neat and orderly condition. If no space is available in Dumpster, do not leave trash on ground – store such trash in area designated by DTCI. Collect all loose trash and/or spillovers adjacent to dumpster.
- Clean and disinfect loading and Dumpster areas weekly, or as instructed by DTCI.
- Cleaning personnel is to notify DTCI of any unauthorized dumping of trash by non-Incubator personnel.
- o Remove debris in parking area, sidewalk or entranceway. No cigarette butts, wrappers, paper or similar materials in these areas.
- Sweep sidewalk in front of property and parking area daily, or as instructed by DTCI.
- Notify DTCI promptly of any missed 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.
- All areas that cannot be reached on a regular cleaning schedule e.g., lamps, high glass, etc. - will be cleaned when requested by DTCI.
- Cleaning-related duties shall be performed in a manner that does not inconvenience or disturb tenants or neighbors, or that creates a hazard for tenants or neighbors. Any conflicts or potential conflicts should be brought to the attention of DTCI immediately.
- Cleaning personnel is responsible for immediately notifying DTCI of any potentially hazardous or impermissible conditions or practices he/she may be aware of, such as improper tenant disposal of regulated/hazardous waste, smoking, etc.
- Cleaning personnel is responsible for providing DTCI with sufficient advance notice of any needed supplies. Cleaning personnel is responsible for all dispensers being filled and for being appropriately equipped with all cleaning supplies needed for cleaning duties.
- Cleaning personnel is responsible for maintaining janitor closet(s) 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 of gloves, etc.) as well as tenants/passersby ('wet floor' signs, etc.).
- Cleaning personnel is to report all burnt-out or non-functioning lights to DTCI promptly.
- Contractor will be responsible for cleaning personnel's theft or misuse of cleaning or related supplies and equipment. Contractor-provided supplies that the DTCI has paid for will be for the sole use of the facility.
- DTCI will not be responsible for the safety of Contractor-owned equipment.
- Contractor is responsible for the supervision, training and conduct of cleaning personnel.
- o DTCI may require all cleaning-related personnel to attend DTCI 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 that they aren't accidentally treated as ordinary trash. Cleaning personnel are required to abide by all guidelines relating to regulated and/or hazardous materials.

HANDYMAN

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

- 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 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 handyman 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 imits 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.