RSU#19 Request for Proposal for Moving Services

I. GENERAL INFORMATION

RSU#19 is seeking proposals for moving, packing, disassembly, and reassembly of items identified to be moved. Services include moving items from other RSU owned sites in StAlbans, Hartland, Newport, Corinna and Etna-Dixmont.

The request for proposal lists the instructions for submitting proposals, the procedure and criteria by which the vendor(s) will be selected and the scope of work which will govern the relationship between the RSU and the selected vendor(s). One or more contractors may be selected to provide general moving services, including packing, moving and distribution in a new space of the selected movable equipment/furniture items.

All locations maintain libraries, book rooms in classroom wings, small office spaces that contain confidential files. Each school has a main office, a music room, physical education equipment and special service equipment that will need to be relocated. There are some kitchens and cafeterias that will need to be relocated. In kitchens, small-wares will be packed in totes provided by the contractor and moved. Any large kitchen equipment that can't fit in a "tote" will be moved and fall under this contract as well as small appliances such as microwaves and small refrigerators. Art room Kilns will be moved under this contract. Movement of personal items such as plants, radios, knickknacks etc. will be the responsibility of the employee and will not fall under this contract. The contractor must agree to repair/replace (whichever is deemed reasonable by the Owner) any items damaged that it packs, moves, reassembles and/or distributes.

II. <u>DEFINITION OF PARTIES</u>

Regional School Unit #19 will be referred to as the "Owner". Respondents to the RFP will be referred to as "Bidders" and the Bidder(s) to whom the contract is awarded shall be referred to as the "Contractor(s)".

III. SCOPE OF WORK; MOVE DATES

The Owner intends to contract services to move RSU#19 furniture from their current locations at various sites in the RSU towns (see Attachment A for a list of locations and further details). Removal and disposal of all packing materials will be the responsibility of the contractor. The tentative move dates are from June 17, 2019 to August 23, 2019 for all locations except Nokomis Regional High School.

IV. MOVING REQUIREMENTS

• Computer equipment will be moved by owner.

- The Contractor will move existing coded/tagged furniture from home school to marked school delivering to final destination space. The contractor will also be responsible for some tagging of items for the move that are not already identified.
- Totes should be used, no taped & assembled boxes for educational items and books.
- A supervisor and/or named individual will be assigned at destination for verification of correct delivery.
- E-mail access for communications should be provided to the Owner.
- Packing material will be delivered to each location within 60 days of the initial move date for incidental moving of educational materials that RSU staff will be packing. Items for totes in regular classrooms will be packed by the resident (RSU#19 Employee) of the space that is moving and labeled using the Contractor's labels with a destination. Any remaining items identified may need to be packed by Contractor and relocated to the new destination.

V. <u>PROPOSAL CONTENT</u>

All Proposals must include:

- A list of vehicles and equipment available, both primary and back-up.
- An estimate of manpower available for the move.
- The name or names of any subcontractors involved with the services you are providing.
- A copy of a current certificate of insurance, including full replacement value of the items previously identified.
- A description of how confidential records/information will be assured during the move.

A list of large moves your company has completed in the last two (2) years, with company name, contact person and phone numbers for references as close in scale to this project as possible. ~ (7 QTY EDUCATIONAL BUILDING MOVE)

- A list of sample items available to us to help make the move easier such as boxes, tags, etc.
- Fees. The fee proposed shall be submitted as follows:

Equipment cost, trucks, carts, and personnel \$______ total

Boxes, containers, etc.

(Show all in detail on company attached sheet) §_____ each

Indicate the approximate number of boxes or containers you feel will be required in order to successfully complete the move above. This should can be done in total or by location.

A pre-bid site visit is scheduled for March 15th, 2019. It is strongly recommended that bidders attend.

VI. PROPOSAL SUBMISSION

Three (3) sealed copies of the proposal must be clearly marked with the bidder's return address and the notation: "MOVING SERVICES RFP" and delivered to the Regional School Unit #19, 182 Moosehead Trail, P.O. Box 40, Newport, Maine 04953 no later than 2:00 P.M. local time on March 20, 2019. Please note that only proposals actually received at or prior to the stated time will be considered; bidders submitting proposals by mail are responsible for allowing adequate time for delivery. Proposals received after the 2:00 p.m. deadline will be rejected, without exception. *Issuance of this request for proposals does not constitute a commitment to make an award. The Owner will not pay any costs which any bidder may incur in responding to this RFP. The Owner reserves the right to reject any or all proposals received.*

VII. PROPOSAL EVALUATION AND SELECTION OF CONTRACTOR

An evaluation committee will read and score each proposal on the basis of the following weighted criteria.

Criteria Topic	Weight (%)					
1. Proposal explaining the approach to the project	10%					
2. Ability to relocate items accurately and without damage	35%					
3. Qualifications of Firm –						
staffing and availability for on-site oversight during moving operations						
4. Cost	15%					
5. References	5%					

The Owner expects that the written information contained in the proposal submitted will be the primary basis for determining the successful bidder. Following a preliminary review, the evaluation committee may, at its discretion, interview those bidders whose proposals have received the highest scores. The interview will be used as an opportunity for the bidder to respond to the Committee's questions and to clarify its proposal if necessary.

It will not be an opportunity for the bidder to submit new information not included in the original proposal <u>submitted</u>. If interviews of the top-rated bidders <u>are</u> conducted, the committee will conduct a post-interview review of the proposals, using the weighted criteria above, reflecting any clarification gleaned through the interview process.

VIII. <u>AWARD</u>

Award will be made to the bidder(s) whose proposal receives the Committee's highest score following this final review, with or without an interview. The Owner reserves the right to award each category of move to different contractors, group categories in one or more ways, and/or award to more than one contractor to achieve the best value for the Owner.

IX. <u>CONTRACT</u>

The successful bidder(s) will be required to enter into a standard State of Maine Contract, a blank copy of which is attached to this Request for Proposals for informational purposes (Attachment B). No additional charge will be allowed for this service.

X. <u>TIME SCHEDULE</u>

The selected Contractor(s) will meet with the Owner and determine a time line for the project. The estimated time line in the advertisement will serve as a guide for the determination of these dates and is specified within these documents.

XI. <u>REQUEST FOR ADDITIONAL INFORMATION</u>

A pre-bid date which will include site visits to all locations is scheduled for the 15th of March, 2019. This will take a full day to visit each location and will begin at the Superintendent's office, no later than 8:00 AM. A meeting will be held at the Superintendent's office at the end of the site visits.

Responses to substantive questions will be provided in writing to all prospective bidders receiving a copy of this RFP.

Owner

Licia Goodridge, Facilities Director 182 Moosehead Trail, Newport, Maine 04953 lgoodridge@rsu19.net (207) 368-5091 x 6 (telephone)

RSU#19 shall not be bound by any oral representations by any person including the Contract Administrator.

<u>ATTACHMENT A</u> Specifications of Work

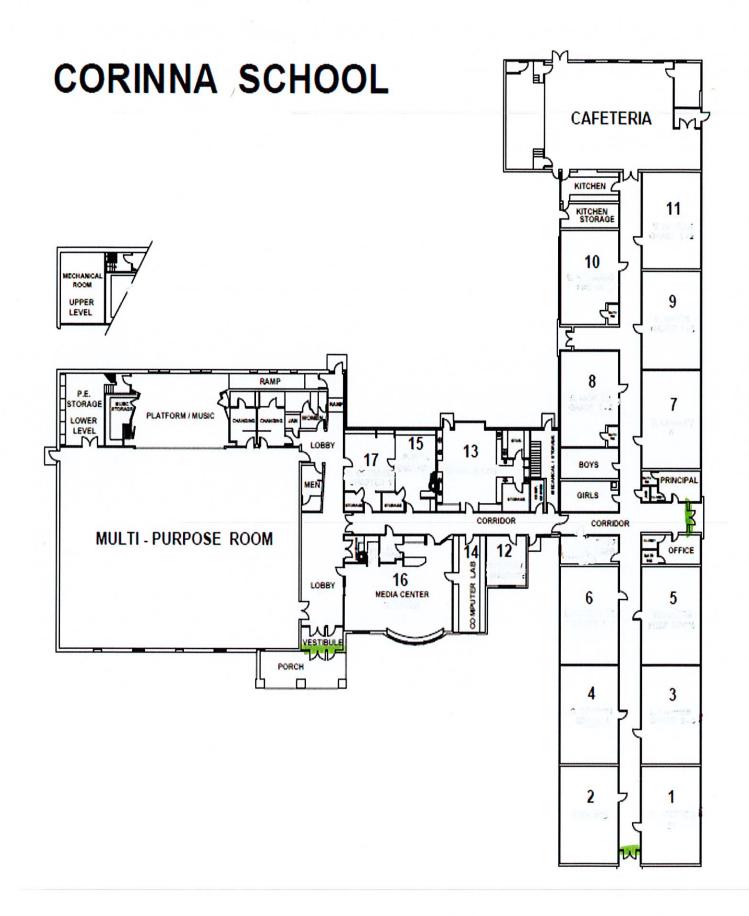
Items from schools that are closing will be moving to designated schools that will remain open: CLOSING Corinna Elementary School – 42 Stetson Road – Corinna, Maine CLOSING Newport Elementary – 142 Elm Street – Newport, Maine CLOSING StAlbans Consolidated School – 129 Hartland Road – StAlbans, Maine *CLOSING Nokomis Regional High – 266 Williams Road – Newport, Maine** 100% of items at StAlbans School will be moved to Somerset VMS 80% of items at the Corinna school will be moved to Sebasticook VMS 20% of items at the Corinna school will be moved to Somerset VMS 100% of items at Newport Elementary will be moved to Sebasticook VMS 100% of items at Newport Elementary will be moved to Sebasticook VMS 100% of items at Nokomis HS will move to Nokomis Middle-High School

Items from schools that will remain open will be moving to the Nokomis Middle-High School: REMAINS OPEN Etna-Dixmont School – 2100 Dixmont Road – Etna, Maine REMAINS OPEN Somerset School – 45 Blake Street – Hartland, Maine REMAINS OPEN Sebasticook School – 337 Williams Road – Newport, Maine 20% of items at Etna-Dixmont will be moved to Nokomis Middle/High 75% of classroom items at Somerset will be moved to Nokomis Middle/High 100% of classroom items at Sebasticook will be moved to Nokomis Middle/High

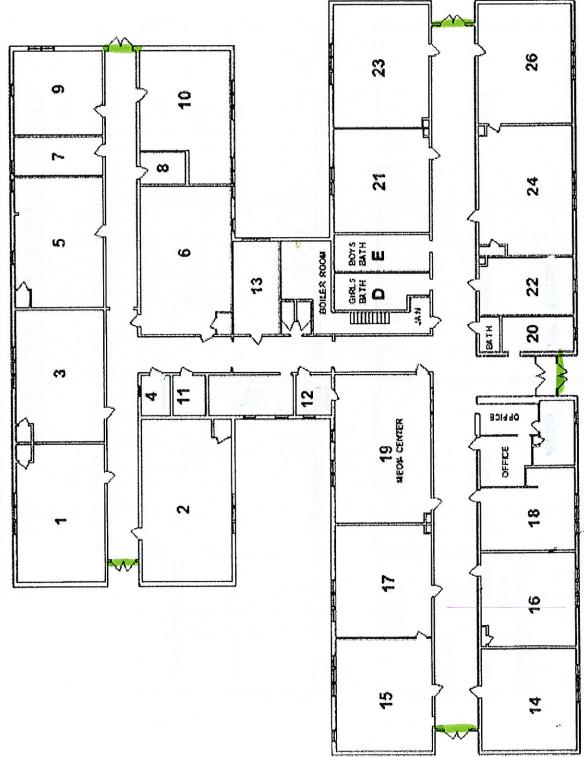
Items from the above three mentioned schools grade levels 5 through 8 will be moving to Nokomis Middle-High school – classrooms, book-rooms, portions of the library, art supplies and art kilns, some PE equipment also included.

*Nokomis High School will move late fall or winter months over a vacation break. Most items must move within a week's time.

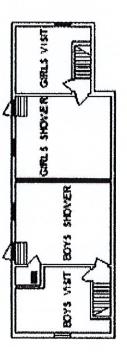
((school floor plans inserted here and part of Attachment A))



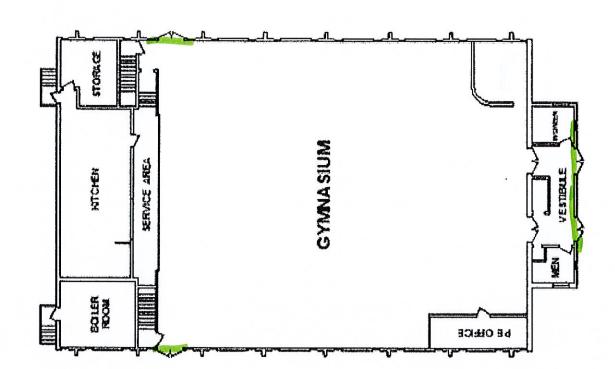


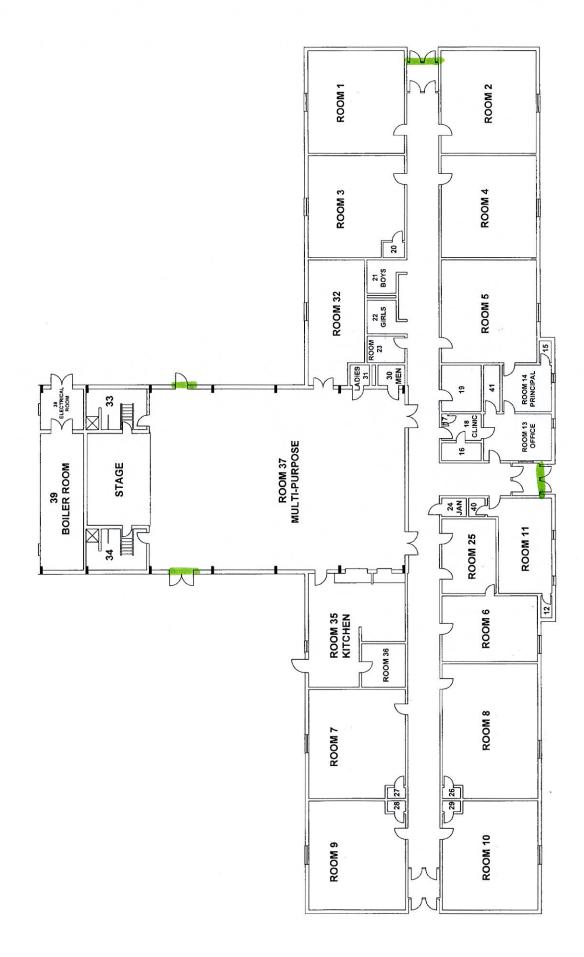


NEWPORT ELEMENTARY GYMNASIUM

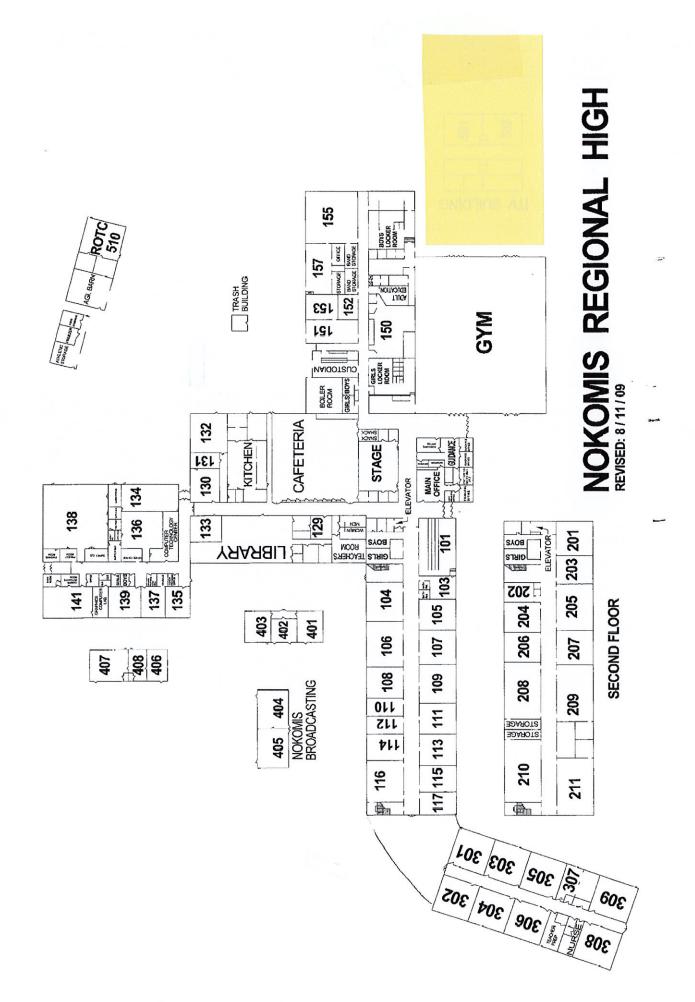






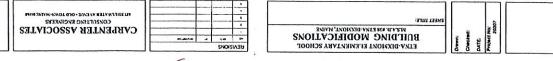


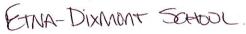
ST. ALBANS ELEMENTARY SCHOOL

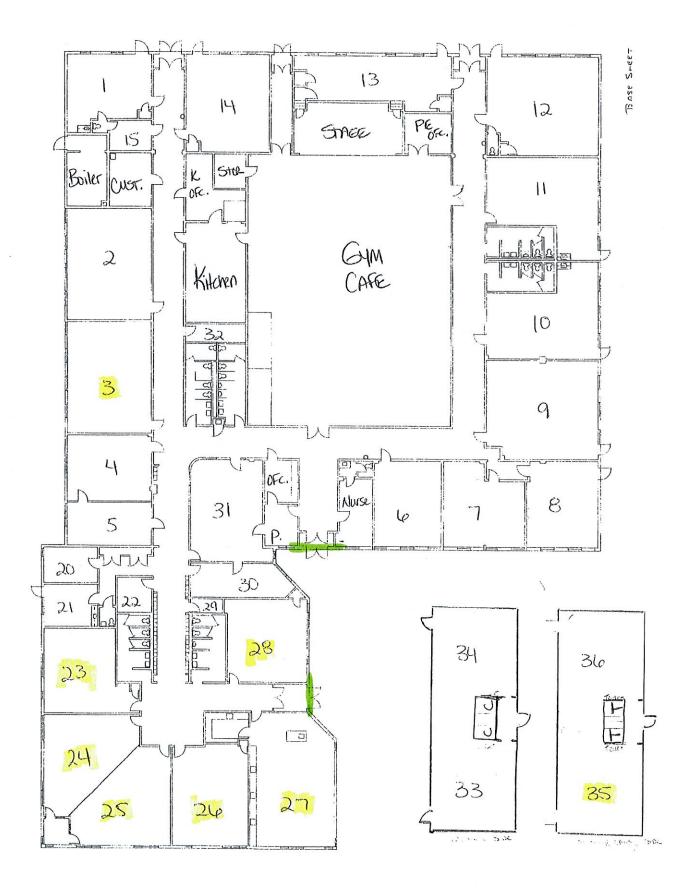


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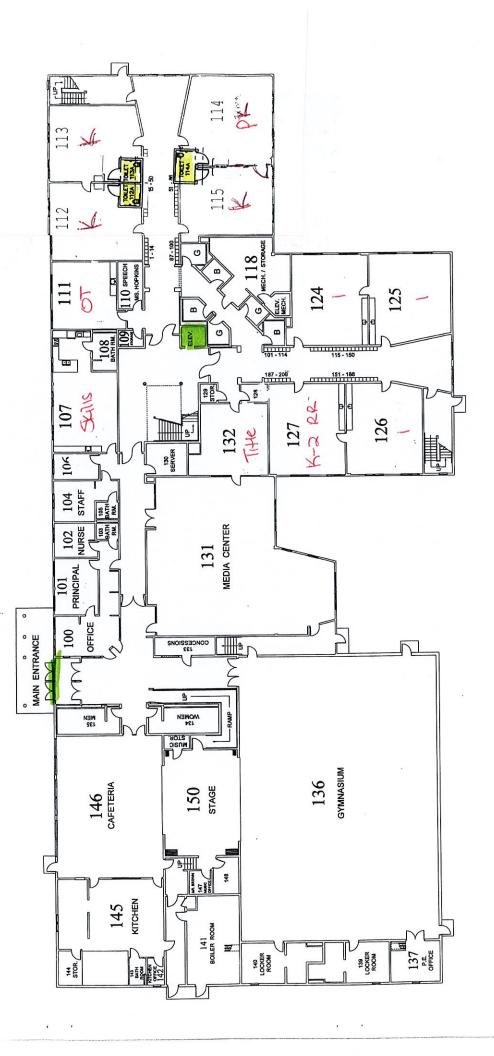






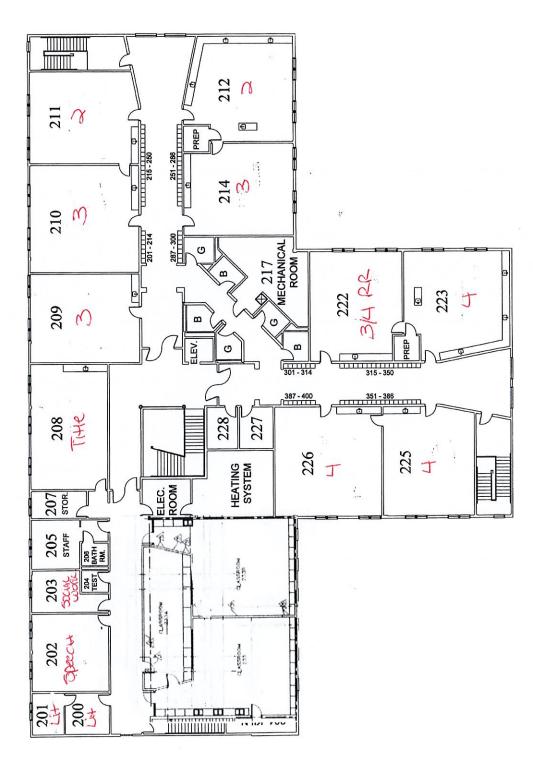


FIRST FLOOR



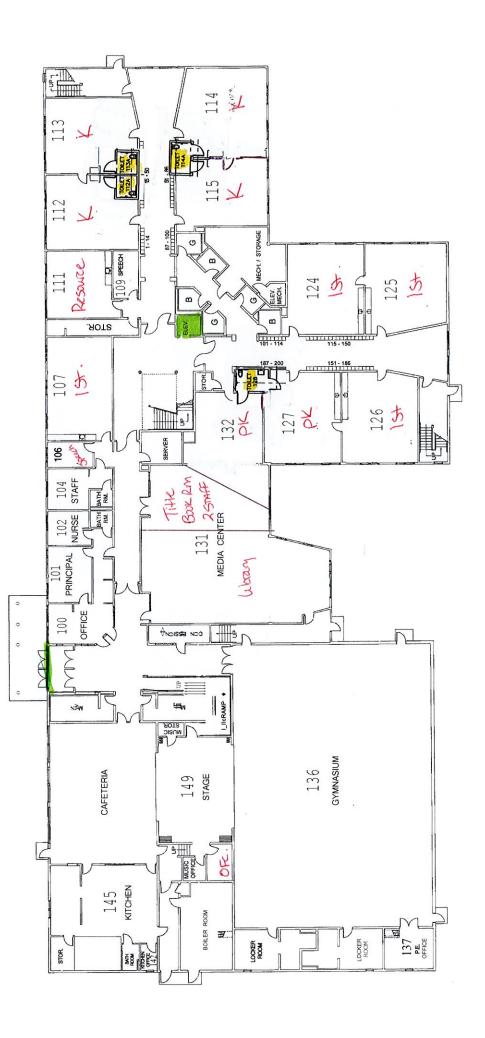
SOMERSET VALLEY MIDDLE SCHOOL

SECOND FLOOR



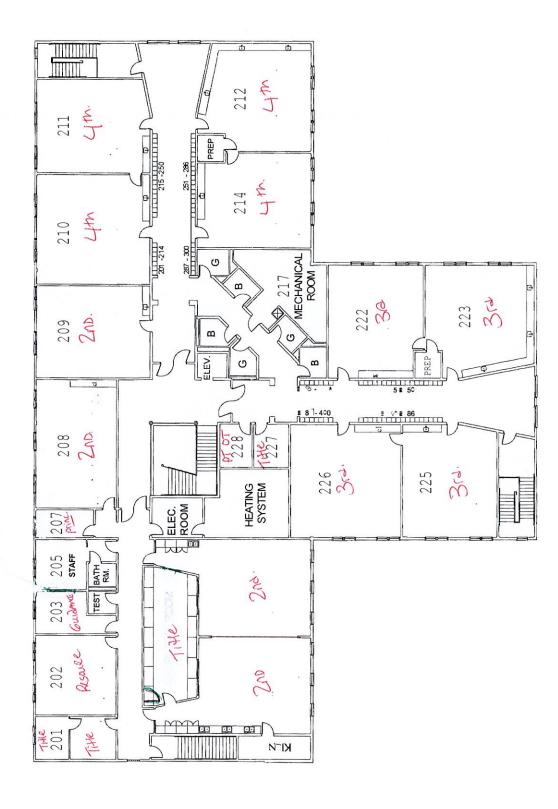
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SECOND FLOOR



Attachment B

Regional School Unit #19

Agreement to Purchase Services

THIS A	GREEM	IENT,	made this		day of		is by and between Regional
School	Unit	#19,	hereinafter	called	"Owner,"	and	, located at
					, telephone	number	, hereinafter called
"Contrac	ctor".						

The Employer Identification Number of the Contractor is

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to furnish all qualified personnel, facilities, materials and services and in consultation with the Owner, to perform the services as described in Attachment A, and under the terms of this Agreement. The following attachments are hereby incorporated into this Agreement and made part of it by reference:

Attachment A - Specifications of Work to be performed, site locations and approximate "movement percentages", floor plans of school buildings with entrances and elevators identified. Attachment B – Agreement to Purchase Services Attachment C – Method of Payment and Other Provisions Attachment D – Detailed Scope of Work and Specifications

IN WITNESS WHEREOF, the Owner and the Contractor, by their representatives duly authorized, have executed this agreement in 3 original copies.

Regional School Unit #19

By:

Name and Title, Owner Representative

and

By:

Maine DOE Representative

Contractor _____

Name of Company/Individual

By:

Name and Title, Contractor Representative

Total Agreement Amount: \$

ATTACHMENT C

METHOD OF PAYMENT AND OTHER PROVISIONS

1. INVOICES AND PAYMENTS

The Owner will pay the Contractor as follows: Payments are subject to the Contractor's compliance with all items set forth in this Agreement. The Owner will process approved payments within 30 days after receipt and verification that the work invoiced has been completed per this contract.

2. BENEFITS AND DEDUCTIONS

If the Contractor is an individual, the Contractor understands and agrees that (s)he is an independent contractor for whom no Federal or State Income Tax will be deducted by the Owner, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Contractor further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Contractor for his/her Income Tax records.

3. INDEPENDENT CAPACITY

In the performance of this Agreement, the parties hereto agree that the Contractor, and any agents and employees of the Contractor shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

4. OWNER'S REPRESENTATIVE

The Facilities Director of the RSU shall be the Owner's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Owner when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Contractor, subject to the approval of the Owner and the Maine DOE.

5. PROGRESS REPORTS

Correspondence and related submissions from the Contractor shall be submitted either: **On paper:** Licia Goodridge, Facilities Director, P.O. Box 40, Newport, Maine 04953 **Electronically:** lgoodridge@rsu19.net

6. CHANGES IN THE WORK

The Owner may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the Maine DOE. Said amendment must be effective prior to execution of the work.

7. <u>SUB-AGREEMENTS</u>

Unless provided for in this Agreement, no arrangement shall be made by the Contractor with any other party for furnishing any of the services herein contracted for without the consent and approval of the Owner. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Owner before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Contractor and its employees assigned for services thereunder.

8. SUBLETTING, ASSIGNMENT OR TRANSFER

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Owner. No subcontracts or transfer of agreement shall in any case release the Contractor of its liability under this Agreement.

9. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the Contractor agrees as follows:

a. The Contractor shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor shall, in all solicitations or advertising for employees placed by or on behalf of the Contractor relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Contractor shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor shall inform the contracting Owner's Equal Employment Opportunity coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Contractor shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

10. WARRANTY

The Contractor warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. ACCESS TO RECORDS

The Contractor shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Contractor shall allow inspection of pertinent documents by the Owner or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested.

12. TERMINATION

The performance of work under the Agreement may be terminated by the Owner in whole, or in part, whenever for any reason the Owner shall determine that such termination is in the best interest of the Owner. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

13. GOVERNMENTAL REQUIREMENTS

The Contractor warrants and represents that it will comply with all governmental ordinances, laws and regulations.

14. GOVERNING LAW

This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the Owner regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.

15. OWNER HELD HARMLESS

The Contractor agrees to indemnify, defend and save harmless the RSU, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Contractor, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Owner's negligence or unlawful act, or (ii) action by the Contractor taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Owner in accordance with this Agreement.

16. NOTICE OF CLAIMS

The Contractor shall give the Owner immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Contractor by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

17. <u>APPROVAL</u>

This Agreement must have the approval of the Maine DOE and the RSU#19 Superintendent before it can be considered a valid, enforceable document.

18. LIABILITY INSURANCE

The Contractor shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Owner of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Owner from suits. Contractors insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Contractor shall furnish the Owner with written or photocopied verification of the existence of such liability insurance policy.

19. <u>SEVERABILITY</u>

The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

20. FORCE MAJEURE

The Owner may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Owner may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

21. ENTIRE AGREEMENT

This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

ATTACHMENT D

SCOPE OF WORK / SPECIFICATIONS

SCOPE OF WORK: Bidder shall provide moving services to relocate and assemble selected furniture in various schools for the consolidation efforts. This will involve moving furniture from schools that will be closing to schools that will remain open and to the newly constructed Nokomis Middle-High School. Equipment shall include <u>but not be limited to</u>: classroom furniture, shelving, books and teaching materials, art room Kilns x3, gym equipment, folding chairs and chair racks, lunch tables, filing cabinets plain and fire-proof; full and empty, custodial equipment and cleaning supplies, small coolers, appliances and pianos. **refer back to general information*

SPECIFICATIONS:

Building Protection:

It is expected that the Contractor (aka Mover) will:

1. Prevent damage to all building structures involved in the move including, but not limited to all walls, floors, stairways, doorways and elevators.

- 2. Protect all elevators including but not limited to floors, walls, doors and door jambs during moves.
- 3. Protect all hallway corners as needed.

4. Estimate and supply the correct amount and sizes of protection materials. Those materials will be taken up and removed at the end of each phase of moving. If further building protection is needed, materials to do so will be provided and installed by the Contractor, kept in place while moving, and removed afterward.

Contractor will not block access to emergency ingress/egress points of building infrastructure hubs with staged and/or stored items. This includes, but is not limited to stairwells, elevators, main corridors, electrical closets, communications closets and mechanical rooms.

Moving Equipment and Materials:

The Mover will provide all trucks, moving equipment, building protection materials, totes, boxes, packing tape, other packing supplies, such as, but not limited to: safety glasses, nitrile gloves, paper pads and sheet corrugated, for packing and moving. Bidders will list all the moving equipment and other materials they will provide and use, and charges if any, shall be incorporated into your proposal.

Cost and Staffing Schedule: At the end of the move, if it is determined that all the moving equipment or materials were not used, only the charges for that used will be considered chargeable. *Failure to provide this information completely may cause your bid to be considered non-responsive.*

Equipment Requirements:

4-wheel moving dollies

Panel carts – for transportation of larger items

Tools for any disassembly and reassembly

Straight trucks: with heavy-duty lift gate for transportation. For most moving operations there will be limited loading and unloading space.

Clean moving pads

Aluminum mag ramps and/or steel plates, as needed, for loading and unloading at all locations

Hours:

Working hours are considered to be 6:00 am through 8:00 pm five days a week. Weekends can be negotiated with the owner in the effort to save time and money.

Staffing:

Contractor shall be able to provide up to 6 laborers with one supervisor per six laborers in the RSU. Work may be spread out in up to 4 locations simultaneously, supervisors must have means of coordinating and supervising activity while not at a site, but in the RSU.

This is a local move. Travel expenses are not authorized. Movers will provide a **Unit Price cost of services with an estimated number of units**. Payment for equipment and materials provided will be based upon the actual amount used.

Damaged property:

Mover will be responsible for repairing or replacing any RSU property damaged or lost during the moves.

Move Experience: Bidders must have at least five (5) years' experience moving projects in the commercial office and/or industrial trade.

References: Provide references for at least three (3) commercial moves, completed within the last seven (7) years, of similar size and complexity. Details must include the date of the move, the name and location of the client, contact name and telephone number, square footage of the move and a description showing the services that were performed. With each reference, indicate what your responsibilities were on each of these projects. Include details of supervision and summary of packing, moving and unpacking tasks. (At least 1 of the references must be for a project where the Mover's representative(s) was personally involved, and on-site during a comparable move while in the employment of the bidding company.

Valuation Rate/Insurance: State the valuation rate or insurance provided for loss or damage to the RSU's property during the move. *Failure to include all required information, in detail, may be cause to find Bidder's bid non-responsive.*

SPECIAL TERMS AND CONDITIONS

Evaluation/Award: For award purposes cost will be evaluated based on estimated number of containers, trips, days etc. Unit prices provided will be used to calculate actual expenditures and <u>not be used</u> to <u>increase</u> in any capacity, the total contract amount for this service.

Insurance Requirements: The successful Bidder shall provide complete insurance for their personnel and equipment, including but not limited to Worker's Compensation, general liability, truck liability, property damage, personal injury and any other insurance normally required. Evidence of such insurance, or an original, signed letter from your insurance carrier indicating an insurance certificate will be furnished no later than three (3) business days after award and prior to the commencement of any work *Failure to include required information may be cause to find Bidder's bid non-responsive.*

Bidder's Representative: <u>The successful Bidder's Supervisor is required to be on-site at an RSU location</u> <u>directing its workforce throughout the entire move.</u> . Failure to meet this requirement will result in a \$600.00 per day penalty, which will be deducted from the Mover's invoice before the RSU will issue payment for services performed.

Record of Work: The Mover will submit to the Owner, or its representative, <u>at the end of each day's work</u>, a general listing of the equipment moved, locations involved and the chargeable personnel who worked at the said location(s). Failure to submit this listing on a daily basis, signed by an RSU representative, could delay payment.

Offensive Situations: The move locations are in public areas, in view of the general public. The Contractor shall ensure that a safe environment is maintained around all move activities. The Owner will have employees on sites that will be assisting during moves. As the Contractor's personnel could be perceived as representing the RSU, the Contractor's personnel shall maintain an appropriate decorum. The Contractor and his/her personnel are cautioned against creating offensive situations that may be construed as fraternization and/or sexual harassment of anyone occupying RSU facilities, including, but not limited to, students, guests, faculty and staff. In the event the Owner receives a complaint regarding the behavior of an employee of the Contractor, the Contractor shall promptly remove such employee or employees from the premises and take immediate steps to insure that its performance under this contract will not be reduced.

Restrooms: The Contractors personnel will be allowed to use designated public restrooms. The Owner's representative at each location will advise of the appropriate location at each building.

Smoking, Cell Phone, Break and Meal Policies: RSU#19 is a tobacco-free campus entity. All types of tobacco products, on all properties, including inside of vehicles and within parking lots is strictly prohibited. If any of the Contractor's personnel wishes to consume tobacco products, they can do so during scheduled breaks or meals off the property of RSU#19. *Be advised, the Owner's representatives have the right to enforce the policy.* Cell phone use is allowed, however it is the request of the Owner to disallow the use of the camera function while in our schools and on our property, for security reasons. Any violation of this rule will be terms for immediate removal of the Contractor's employee from our sites. It is the Contractor's responsibility to inform their personnel of the RSU's no smoking policy. Meals shall be eaten in designated areas at each move location, if eaten inside the building.

Workforce: All Mover personnel must be fully trained and dressed in clean, standardized moving company uniforms with a standardized method of identifying personnel. (this can be "like colored vests" and does not need to be entire uniforms. Badges alone will not constitute "standardized clothing". Mover personnel who are not trained or not in uniform will be asked to leave the Owner's premises. Training shall include the safe handling of items moving and on-the-job accident prevention.

The Mover will ensure adequate workforce and equipment commitments, at or above the minimum requirements as stated, so that a smooth move is accomplished. If there are delays in the move because of any shortages, any associated time and material costs will be charged back to the Contractor at a day's rate no less than an amount of \$200 per day.

Responsibility:

The Owner will not be responsible, nor incur any additional charges for:

Time lost completing move due to the lack of proper planning.

Tardiness of personnel or equipment at the work site.

Lack of proper equipment or tools to complete the move, or breakdown of vendor-provided equipment, as specified in the "Move Plan" submitted as part of your proposal.

Personnel or equipment shortages, or non-compliance, which could affect an on-time, efficient move completion.

Loss or damage of the Owner's furniture, equipment or contents resulting from the Mover's negligence in properly preparing them for moving, handling them during moving or improper placement at their new location. **The expectation** is that with proper preparation and handling that all the items being moved will arrive at their new location in the same condition as they were prior to the move. If any loss or damage should occur, the Mover will repair or replace them.

Bid submittal indicates concurrence and acceptance of the specifications, schedule and conditions stated within this Scope of Work.