

APPENDIX A  
SPECIAL PROVISION  
SPECIFICATIONS OF WORK TO BE PERFORMED

Contractor:\_\_\_\_\_

**SCHEDULE OF ITEMS**

**The Department will reject bids if any one of the following occurs:**

- a) the Bid is not Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment,
- b) the Bid is not signed,
- c) the unit price for any item is not provided or is unreadable.

**Do not make handwritten changes to the bid documents**

Description	Unit Price Bid
<b>Medway Rest Areas Southbound and Northbound locations Janitorial Services, Grounds Maintenance, and Snow Removal</b>	\$ _____ per calendar year

The Bidder will have no opportunity to cure the above Non-curable Bid Defects. For clarification, questions, comments/recommendations use the “Request for Information” form as directed in the Bid Book instructions. For a related provision see Standard Specification, Section 102.11 – Bid Responsiveness.

By signing below, the Bidder (1) represents that the Bidder has examined the Contract Agreement contained in the Bid Documents, the Contract, all documents referenced in said Contract, and the site and scope of work, (2) does hereby bid and offer to enter into this contract to construct and/or perform the Work in strict accordance with the terms and conditions of this Contract at the unit prices bid in the attached “Schedule of Items”, (3) represents that the Bidder has given the Department notice of any errors or ambiguities related to the documents or the work that have been discovered by the Bidder, (4) represents that the above-named organization is the legal entity entering into the resulting contract with the Department if they are awarded the contract and, (5) represents that the undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

Bidder acknowledges that the properly completed and signed Schedule of Items provided with the Bid constitutes the Bidder's offer and that this offer shall remain open for 30 calendar days after the date of opening of bids.

The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

Use pen and ink to complete paper bids. Signatures shall be original. Stamped and copied signatures will not be accepted.

\_\_\_\_\_  
*Signature* \_\_\_\_\_ *Date*

\_\_\_\_\_  
*(Print Bidder's Name and Title)*

## CONTRACTOR REQUIREMENTS

In order to be considered for the award of this Contract, the Bidder and key employees who will be assigned to the Work under this Contract shall have successfully completed projects of similar size and scope and have sufficient experience in janitorial work. Said experience shall include, at a minimum, janitorial work in a high use facility and at least three (3) projects of equal or greater complexity than the work required by this Contract completed by the Bidder in the last five (5) years.

Bidders and/or subcontractors shall have experience in grounds maintenance work including mowing and landscaping. Bidders shall have experience in parking lot snow and ice control, have working knowledge of anti-icing strategies, and shall furnish sufficient equipment preapproved by the Department.

The Contractor shall have and maintain current licenses, authorizations, ratings and registrations for the duration of the contract.

Prior to award, the Apparent Successful Bidder may be required to submit evidence of the minimum required experience and history of satisfactory performances. Additionally, the Apparent Successful Bidder may be required to submit evidence that the Bidder's personnel and equipment meet the requirements of the Contract. The Bidder's submittal may be required to include the following:

- Experience:
  - Evidence of the minimum required experience of Bidder's manager, supervisor, or other key personnel who will be assigned to the Work under this Contract
  - History of satisfactory work performances including 3 projects of equal or greater size and scope completed in the last 5 years
  - A detailed schedule demonstrating the number of employees delivering the Work and how it will be accomplished in accordance with the contract
  - Information and experience of any subcontractors who will be performing Work and what specifically they will be doing
  - List of equipment that will be used for parking lot snow and ice control, including year and make. Equipment is subject to the Department's approval prior to award.
- Personnel:
  - Personnel background checks
  - A copy of the Drug Free Workplace Agreement
  - Records of the zero tolerance Drug and Alcohol program
  - Records of annual Fire Extinguisher training
- Equipment:
  - Description of the personnel uniforms and name tags
  - Description of the company vehicle and logo
  - A list and description of grounds maintenance and snow removal equipment. The MaineDOT shall be permitted access to inspect the Bidder's equipment.

The Department will notify the Apparent Successful Bidder of the requirements for post-bid, pre-award qualifications and the Bidder shall provide all of the items within seven (7) days of the notice. The Contractor shall submit two copies or an electronic copy of all required submittals to the Department.

Upon receipt of submittals the Department will review documents and determine if the submitted evidence or information satisfies the Department requirements that the bidder is qualified to properly carry out the terms of the Contract. The qualifications submitted will be checked for general conformance with the concept of the project and compliance with the requirements set out in the Contract documents. This review does not modify the Contractor's duty to comply with the Contract documents. No review or comment by the Department, or any failure to review or comment, shall absolve the Contractor of its responsibility or to shift any responsibility to the Department.

Based on these submissions, the Department will make one of the following determinations:

1. Qualified - The Contractor has satisfied the post-bid, pre-award qualification requirements and demonstrated to the Department's satisfaction that it is responsible, can meet the Contractor Requirements set forth in this contract and is qualified to perform this type of work.
2. Not Qualified - Bidder is not qualified to properly carry out the terms of the Contract and/or the submission does not meet specifications and accepted standards, below standard performance ratings, and is not acceptable as determined by the Department.

There is no Appeal process and the determination of "Not Qualified" is final. The Department will reject the bid as non-responsive, and the Award process will proceed without the unqualified Bidder.

The Department will notify the Bidder of its determination in writing. If a determination of "Not Qualified" is rendered, the notice will set forth reasons to the extent practical. Such reasons may include the following:

- A. Not meeting contract Contractor requirements
- B. Insufficient experience
- C. Default(s) or termination(s) on past or current Contracts.
- D. Failure on past or current contracts to pay or settle all bills for labor, Materials or services. Failure on past or current contracts to comply with directives of the Department, to fulfill warranty obligations or to provide closeout documentation.
- E. Making materially false, deceptive, or misleading Statements or omissions, whether or not under oath, regarding a claim on prior Contracts or on the Contractor's Prequalification Application or the Post-Bid Qualifications submittals. Any deceptive, evasive or fraudulent statements or omissions contained in document submissions,

- made or omitted at any interview or hearing, or otherwise made to or omitted from the Department; or any other substantial deficiencies in experience or conduct that are clearly below industry standards and that clearly demonstrate in the sole discretion of the Department, that the Contractor is “Not Qualified”.
- F. Failure to provide information requested by the Department pursuant to the contract.
  - G. Debarment, suspension or a denial of prequalification or ‘award of contract’ by any federal, State, or local governmental procurement agency or the Contractor’s Agreement to refrain from Bidding as part of the settlement with any such agencies or any of the reasons contained in Section 102.02 of the “Rules Regarding Debarment of Contractors”, Maine Department of Transportation Register 17-229, Chapter 102 (October 2, 1985).
  - H. Failure to demonstrate ability to do work to the satisfaction and at the sole discretion of the Department.
  - I. Number of personnel working directly for the Contractor with applicable knowledge and experience is significantly below industry standards.
  - J. Safety Record, Environmental Record, Civil Rights or Equal Opportunity Record significantly below industry standards.
  - K. Serious misconduct that the Department reasonably determines will substantially and adversely affect the cost, quality or timeliness of Work, or the safety of Workers or the public.

#### **CONTRACT ADMINISTRATOR**

The Contract Administrator for this contract will be:

Jeremy Hartgrove, Region 5, Transportation Operations Manager  
Maine Department of Transportation  
41 Rice Street, Presque Isle, ME 04769

The Contractor shall contact the Contract Administrator in order to coordinate the work. The Contractor shall submit invoices to the Contract Administrator as described in this Contract. The Department may assign a designated alternate to the Contract Administrator. The Contractor will be notified of any such change.

Potential Bidders may request an on-site visit and tour the facilities by contacting via email: [Jeremy.R.Hartgrove@maine.gov](mailto:Jeremy.R.Hartgrove@maine.gov) or calling 207-592-2691 or 207-764-2209 for Medway.

## **FACILITY OVERVIEW**

The MaineDOT, Bureau of Maintenance & Operations, Region 5, Northern area is accepting bids to provide janitorial services, grounds maintenance, and snow and ice control for two (2) Medway Rest Areas off I-95 Southbound and Northbound.

The two main buildings combined are approximately 3300 square feet. The property encompasses approximately 4 acres total, 2 ½ acres Northbound and 1 ½ acres Southbound.

MaineDOT will provide the Contractor basic and initial operating instructions for all mechanical equipment to be used by the Contractor in the Medway Rest Area.

MaineDOT will supply outside dumpsters for trash.

The janitorial closet is available for use by the Contractor without cost for the purpose of storing of materials and equipment, excluding flammable materials. The Contractor will be responsible for the orderliness and cleanliness of this closet at all times.

MaineDOT will not be responsible in any way for damage to the Contractor's stored supplies, materials, or equipment, the supplies, materials and equipment being used throughout the building; or the Contractor's Workers' personal belongings brought into the building occasioned by fire, theft, accident or otherwise.

The Contractor's Workers shall not utilize or operate MaineDOT equipment of any type without specific authorization from MaineDOT. This is to include, but is not limited to, all office machines, telephones, etc.

Upon completing work in each area within the building, the Contractor's personnel will assure that all windows are closed, lights are off, and all entrance doors are locked prior to leaving the area. Contractor's Workers will park only in areas designated by MaineDOT.

## **CONTRACTOR'S PERSONNEL**

- A. The Contractor shall provide qualified personnel, management, and supervision of all personnel necessary for an efficient and effective workforce. The Contractor shall provide sufficient Workers to perform the Work in accordance with this contract. Workers shall be a pre-screened, dependable person employed by the Contractor or by any Subcontractor performing Work on site.
- B. The Contractor will screen all personnel to assure MaineDOT that all Workers are of good character. The Contractor shall employ only personnel skilled or capable of becoming skilled in janitorial work. MDOT reserves the right at any time to request references and previous work history of any employee working under this contract. Special requirements such as background checks (at the cost of the Contractor) may be required of the awarded Contractor's employees prior to the beginning of any Work performed, this also may include any additional staff that is needed.

- C. The Contractor shall provide the employees a company vehicle that will be used to alternate the two facilities. Company vehicle shall be large enough to transport all equipment alternating between facilities. A company reflective logo on front drivers and passenger side of the vehicle is required.
- D. The Contractor shall provide a minimum of (1) one worker on site from 4:00 AM to 11:00 PM, 7 days per week, 365 days per year. The “worker” will be required to alternate the two facilities though-out their shift. A supervisor or lead worker is to be readily available by phone when directed by the MaineDOT.
- E. The Contractor shall provide additional staffing during summer months for lawn maintenance care, during winter months for deicing and snow removal of sidewalks, and during holidays when there is in an increase volume of travelers.
- F. The Contractor shall provide all employees an overview of the task to be performed as part of their employee development plan when they are hired for all positions under this Contract.
- G. The Contractor shall supply and maintain uniforms for all Workers at the Medway Rest Area that are agreed upon by the MaineDOT and the Contractor representing both the Contractor and MaineDOT in an appropriate manner. Uniforms will be approved before signing of the contract. The Contractor shall supply high visibility safety apparel for all Workers that are working outside of the buildings. Garments shall be labeled as meeting ANSI 107-2010 Class 2 or ANSI 107-2004 Class 2. For nighttime work, apparel shall meet ANSI 107-2010 Class 3 or ANSI 107-2004 Class 3.
- H. The Contractor shall provide all Workers with appropriate nametags identifying the person and employer. Nametags need to be visual, legible and displayed during work hours.
- I. DRUG FREE WORKPLACE. By signing the Agreement, the Contractor certifies that it shall provide a drug-free workplace by publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violation of such prohibition. The Contractor shall notify employees that as a condition of employment under the Agreement that the employee will abide by the terms of the statement and notify the employer of any criminal drug conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- J. The Contractor shall provide a zero (0) tolerance Drug and Alcohol program at their expense for all employees and certificate of this training shall be posted with the employee’s names.
- K. The Contractor shall notify the Contract Administrator within three (3) days after receiving notice of criminal drug convictions occurring in the workplace by an employee, or otherwise receiving actual notice of such conviction, and will take one of the following

actions within 7 days of receiving such notice with respect to any employee who is convicted: take appropriate action against the employee, up to and including termination, or requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency at the Contractor or employee's expense.

- L. The Contractor shall at all times provide adequate supervision of Workers to ensure complete and satisfactory performance of all work in accordance with the terms of the contract. The Contractor shall have a responsible supervisor available at all times. The Contractor shall supply MaineDOT with 24 hour per day contact information for the Contractor's Supervisors and managers.
- M. The Department reserves the right to require the Contractor to provide an on-site job coach and/or on site-Worker supervision at no additional cost if the level of service fails to meet or exceed contractual performance levels for the duration of the initial contract period and any subsequent extensions. The job coach or supervisor will be required to be on-site while the cleaning service is being provided.
- N. Any person employed by the Contractor or by any Subcontractor who, in the opinion of the Department, is unreliable, intemperate, disorderly, takes unapproved leave, does not come in, performs unacceptable work, or is otherwise unsatisfactory, shall be removed immediately by the Contractor or Subcontractor employing such person, when directed to do so by the Department.
- O. All persons employed by or through the Contractor shall have sufficient skill and experience to perform the Work properly. The Department may require that the Contractor discharge any such person who the Department determines jeopardizes safety of any person, Department equipment or the Work without cost or liability to the Department. The employee shall not be employed again in any portion of the Work without prior approval from the Department.
- P. The Contractor shall have Workers annually trained in Fire Extinguisher use and Safety, with proof via certificate which will need to be displayed on their bulletin board in the janitorial office. This Training will be completed before employee may begin to work under this contract. The Contractor shall be financially responsible for any training costs. Training can be an online training course but shall be agreed upon and approved by the Contract Administrator.
- Q. The Contractor shall be responsible for instructing Workers in safety measures considered appropriate. The Contractor shall not permit placing or use of mops, brooms, or equipment in traffic lanes or other locations in such manner to create safety hazards and shall provide appropriate warning signs for slippery floor areas caused by cleaning or waxing operations. The Contractor's Workers shall be required to interrupt their work, at any time, to allow passage of personnel. The Contractor shall comply with all Federal or State safety laws and regulations (including OSHA/MSDS requirements).

## GENERAL OPERATING PROCEDURES

- A. The Contractor's personnel will notify MaineDOT within 24 hours of inoperative water fixtures, lights, commodes, damage to buildings and fixtures, or any vermin such as cockroaches, water bugs, silver fish, mice, rats, etc.
- B. The Contractor shall perform Preventative Maintenance which includes but is not limited to repairing holes due to damage, removing of graffiti, repairing or replacing door hinges, window screens, toilet seats, water pressure valves, and light bulbs (including disposal following all Universal Waste Disposal guidelines) and all other minor preventative maintenance as determined by the Department. Preventative Maintenance does not include furnace repairs and cleaning, plumbing repairs which involve soldering of pipes and replacement of fixtures, electrical wiring and any repairs to be performed at the electrical breaker panels.
- C. All supplies, equipment, and machines shall be kept out of traffic lanes or other areas where they might be hazardous and shall be secured at the end of each work period in lockers or other areas provided for that purpose. Cloths, mops, or brushes containing a residue of wax or other combustible material subject to spontaneous ignition shall be disposed of or stored outside the building in tight metal containers, to be furnished by the Contractor.
- D. All dirt and debris resulting from work under this contract shall be disposed of each day at the completion of work in the building. Cleaning solutions shall be disposed of in slop sinks provided for this purpose. Any flammable cleaning solution shall be immediately and adequately flushed down. Covers will be in place on trash receptacles at all times.
- E. The Contractor shall maintain a complete set of Safety Data Sheets (SDS) at each site and have them accessible to the workers and Contract Administrator.
- F. Any act of vandalism or harmful and illegal doings shall be immediately reported to the Maine State Police. All such occurrences shall be documented listing what happened, description of the individuals and description of their vehicle and license number if possible.
- G. If a power outage should occur, the Contractor shall take all reasonable precautions to secure the facility and shall immediately notify the MaineDOT Contract Administrator. If, for any reason, this administrator is not available, the Contractor shall notify MaineDOT's 24-hour Operations Center at (207) 624-3339.
- H. The Contractor shall place trash in a MaineDOT supplied dumpster daily.
- I. The Contractor shall require their employees to use the Appendix A, Contractor Check-In/Check-Out Sheet. The form shall be placed in a logbook in the Janitorial room, accessible to the Contract Administrator and retained for the term of the contract.

- J. All unclaimed items found in or about the work areas by the Contractor will be turned in immediately to the Contract Administrator or designee, identifying the location where item was found.
- K. The Contractor shall conduct an inspection within the first 7 days of each calendar month and submit an Appendix A, Monthly Inspection Report to the Department no more than 3 days after the inspection has been completed. If during the inspection, deficiencies are noted, the inspector may correct the deficiencies. Deficiencies and corrections shall be noted on the report.
- L. No more than 25% of the value of the work under this contract may be performed by subcontractors and the MaineDOT may require that Contractor discharge any subcontractor without cost or liability to the MaineDOT.
- M. The Contractor shall meet with Contract Administrator or their designee at least two weeks prior to the start of the contract and complete the Appendix A, Pre-Contract Meeting document. Failure to do so can result in the termination of the pending custodial contract.
- N. The Contractor will be responsible for granting and providing access to the buildings.
- O. The Contractor shall be flexible during busy traffic times and shall not close the bathroom for any longer than 5 minutes during these times.
- P. The Contractor shall be responsible for all damage to public or private property of any kind resulting from any act, omission, neglect, or misconduct of the Contractor. The preceding sentence includes damage to vehicles.
- Q. The Contractor shall, at its sole expense, rebuild, repair, restore, or replace such damaged property or otherwise make any good losses that arise from such damage ("rebuilding, etc."). If the Contractor fails to commence and continue such rebuilding, etc. in a timely manner, the Department may, upon 48 hours advance written notice, commence rebuilding, etc. of the damaged property without liability to the Department with its own forces or with Contracted forces, and all costs will be deducted from amounts otherwise due the Contractor.
- R. For the first 3 (three) months of the Contract, the Contract Administrator or Designee will perform monthly inspections. If all expectations are continually met, only periodic inspections of the Contractor's work will continue. A copy of the Monthly Inspection Report Form will be emailed to the Contractor for their records. If service fall below Meets Expectations, the Contractor may be subject to Default and Termination.

## JANITORIAL STANDARDS AND SERVICES

### A. Standards

Dusting - A properly dusted surface is free of all dirt and dust, dust streaks, lint and cobwebs.

Plumbing Fixtures and Dispenser Cleaning - Plumbing fixtures and dispensers are clean when free of all deposits and stains so that item is left without dust streaks, film, odor or stains.

Sweeping - A properly swept floor is free of all dirt, dust, grit, lint, and debris, except imbedded dirt or grit.

Spot Cleaning - A surface adequately spot cleaned is free of all stains, deposits, and is substantially free of cleaning marks.

Damp Mopping - A satisfactorily damp mopped floor is without dirt and dust, marks, film, streaks, debris, and standing water.

Metal Cleaning - When cleaned, all surfaces are without deposits or tarnish, and with a uniformly bright appearance. Cleaner is removed from adjacent surfaces.

Glass Cleaning - Glass is clean when all accessible glass surfaces are without streaks, film, deposits, and stains and has a uniformly bright appearance and adjacent surfaces have been wiped clean. Extreme care and correct materials shall be used to avoid damage and scratching on all surfaces.

Finish Removal - Finish removal is accomplished when surfaces have all finish dirt removed down to the floor material, floor is left free of all dirt, stains, deposits, debris, cleaning solution, and standing water, and the floor has a uniform appearance when dry. Plain water rinse and pickup shall follow removal operation immediately.

Scrubbing - Scrubbing is satisfactorily performed when all surfaces are without imbedded dirt, cleaning solution, film, debris, stains, marks, and standing water in all areas and floor has a uniformly clean appearance. A plain water rinse shall follow the scrubbing process immediately.

Light Fixture Cleaning - Light fixtures are clean when all components, including bulbs and tubes are without insects, dirt, lint, film, and streaks. All articles removed shall be replaced immediately.

Buffing of Finished Surfaces - Finished surfaces shall be buffed sufficiently to obtain maximum gloss, and have a uniform appearance free of surface dirt.

Baseboard Cleaning - After cleaning, the surfaces of all baseboards (wood, resilient, ceramic) will have a uniformly clean appearance, free from dirt, stains, streaks, and cleaning marks.

Window Cleaning – Shall consist of cleaning the entire window area, which includes the glass and vinyl or wooden part of the window frame, sash and any blinds attached to the windows. Cleaning shall be accomplished with a glass cleaner or all purpose cleaning agent and is considered clean when all surfaces have a uniformed surface free from dirt, stains, streaks and cleaning marks.

Entryway Cleaning - Shall consist of cleaning the entire exterior and interior of the entryway to include the exterior area of the door, the doorframe, the exterior wall area encompassed by the overhang, and concrete stoop. Cleaning shall be by use of a cleaning solution or warm soap and water and is considered clean when all surfaces have a uniformed surface free from dirt, stains, bugs or any part of bugs or vermin, cobwebs, streaks, or cleaning marks.

## B. Services

Preliminary Cleaning: The facility will be given a complete top to bottom cleaning of all rooms, floors, rugs, walls, doors and windows, (both exterior and interior), entryways, and moldings.

Cleaning Restrooms - This work includes cleaning all plumbing fixtures, lavatories, toilet bowls, dispensers, wainscots, doors, and stall partitions, as required, and filling all paper/soap dispensers as needed. Scouring powder may be used on plumbing fixtures or may be used for water closets and urinals, if required, on approval by the Agreement Administrator. All stains or spots shall be removed from wainscots or stall partitions, using a damp cloth with detergent. Floors shall be swept, and damp mopped daily using a germicide.

Cleaning Slop Sinks, Vending Machines and Drinking Fountains - All items will be cleaned using detergent or scouring powder, if required. Cabinets or water chillers shall be wiped clean with a damp cloth. Any spillage on floors or walls adjacent to fixture shall be wiped clean with a damp cloth.

Sweeping - All tile, wood, or concrete floors, stairways, landings, and stoops shall be swept with broom or mop or mechanical brush-vacuum sweeping without damage or disfigurement of furniture, doors, or base trim. Oil treated mops shall not be used. Dust, dirt, and debris shall be removed to receptacles provided for this purpose on the building exterior. Reset furniture upon completion of sweeping.

Vacuuming - Carpeting and furniture shall be vacuumed and the dirt, dust and debris removed to receptacles provided by the Contractor on the building exterior. Spots shall be removed from rugs and carpets as they occur. A commercial/industrial vacuum cleaner equipped with a HEPA filter shall be utilized.

Damp Mopping Floors - Damp mop all resilient tile floors, terrazzo, quarry tile, ceramic tile, and concrete floors, including stairs and landings, using cotton or sponge mops, appropriate stain removal agents, unheated water and detergent, if required, using as small amount of water as possible. Follow with clean water rinse and pick up again using as small amount of water as possible. Where floor drain exists, water will be added periodically to prevent traps from becoming dry.

Floor Scrubbing - Scrub floors by use of deck brush, cylindrical or disc type machine or automatic machine scrubber and detergent solution using as small amount of water as possible followed by plain water rinse and pick up. This scrubbing will be followed by the application of a floor finish system applied in accordance with the manufacturer's specifications. Baseboards shall be thoroughly cleaned after buffing.

Finish Removal - Removal or stripping of all finish down to the flooring material, using compound specifically prepared for this purpose, with steel wool or brush agitation as required, followed by rinsing with plain water to remove all finish material, solution, dirt and film from baseboard edge to baseboard edge.

Floor Waxing and Finishing - All floor waxes or finishes (i.e., carnauba, acrylic, polymeric) will be compatible with floors on which applied and shall be applied in accordance with the manufacturer's recommendations.

Floor Touchup - Application of finish material and buffing in heavy traffic areas between primary refinishing as required.

Buffing - All finished and terrazzo floors shall be buffed periodically to remove traffic marks, heavy soil, etc., to be followed by sweeping, vacuuming, or dust mopping to pick up loose residue.

Turned Out Lights - Turn off all lights when not in use. Only specific areas being worked in will be illuminated.

Dusting Horizontal Surfaces Other Than Furniture, Fixtures, and Equipment - Dust with treated dust cloth or vacuum all horizontal surfaces of windows, window ledges, radiators, stair rails, baseboards, tops of acoustical panels, exterior wall-mounted electrical conduit and other horizontal surfaces.

Glass Cleaning - Clean all mirrors, glass cases, desk tops, windows and glass at building entrances using plain water or cleaning solution prepared for this purpose. Adjacent trim shall be wiped clean with a damp cloth. Scouring powder shall not be used.

Metal Cleaning and Polishing - Hardware, cigarette urns, bars on doors, kick plates, and all other bright work shall be polished using approved polishing compound.

Dusting Interior Walls and Ceilings - Beginning at the highest point, dust shall be first removed from all surfaces and exposed overhead pipes and equipment with untreated dusters or by vacuuming. Cobwebs shall be removed with an upward stroke to avoid streaking.

Cleaning Doors and Trim - Clean doors and adjacent trim not otherwise cleaned.

Cleaning Light Fixtures - Dust all accessible components of light fixtures, including bulbs and tubes with a cloth or yarn duster. On a rotation basis, each fixture shall be washed not less than twice per year.

Empty Recycling Bins – Empty all recycle bins, when recycling program is practiced, located in corridors and other areas where specifically noted and remove recyclable (paper, cardboard, etc.) items from building or deposit in collection facility/area provided for this purpose. Any recyclable products will be reduced and sorted by the department prior to removal.

Empty Waste Receptacles - Empty all waste receptacles located in corridors and other areas where specifically noted and remove trash from building and deposit in collection facilities provided for this purpose.

Washing Waste Receptacles - Wash all waste receptacles to keep in sanitary condition. Washing shall be accomplished with brush and detergent solution. Use of cleaning agents harmful to paint or receptacle material will not be permitted. Receptacles will be left free of deposits, dirt, streaks.

Cleaning and Polishing Furniture - Wood and finished metal surfaces shall receive furniture polish with rubbing as necessary for cleaning, followed by polishing with a clean, dry cloth or electric buffer. Leather coverings shall be thoroughly cleaned with a combination cleaner, and polish followed by polishing with a clean, dry cloth. When cleaned or polished, all surfaces shall be of uniform appearance, free of deposits, streaks or film. All spillages shall be wiped clean with a damp cloth.

Vacuum All Upholstered Furniture - Vacuum all upholstered surfaces to remove dust and lint (includes acoustical panels/systems furniture partitions).

Mat Cleaning - Remove mats at entrances and remove all dirt and dust deposits underneath. Clean mats and replace in proper location.

C. Supplies, Equipment and Materials

1. The Contractor shall furnish all supplies and equipment for accomplishment of all work. Contractor's equipment shall be of the size and type suitable for accomplishing the various phases of work described and/or assigned, and shall operate from existing sources of the State furnished electrical power, water supply, etc., and shall have a low noise level of operation. Equipment considered by MaineDOT to be improper, inadequate, or unsafe for this purpose shall be removed from the job and replaced with satisfactory equipment. The Contractor will only be allowed storage and supply areas designated by MaineDOT. MaineDOT will not be responsible for lost, damaged or stolen equipment, supplies or materials.
2. The Contractor shall furnish all materials and supplies required including, but not limited to; interior and exterior entry mats, paper towels, hand soap, toilet paper, energy efficient light tubes/bulbs, plastic liners, all cleaning supplies, chemicals, and floor finishes, sanitary napkins and tampons, when dispensers are provided. Fixture deodorant/sanitizers or other odor masking materials are not acceptable. If such products are needed, the area has not been cleaned and disinfected/deodorized satisfactorily.
3. All supplies/materials used shall have the necessary Under-writers Lavatories Seal of Approval, be OSHA approved, be non-slip, if applicable, and will otherwise create no harmful or hazardous conditions. Any doubtful flammable or otherwise harmful materials may be submitted to MaineDOT for analysis upon request. The Contractor shall submit, a complete listing, by manufacturer's name and/or number, of cleaning supplies, chemicals, and floor finishes proposed to furnish for this contract. Any of these materials found not satisfactory by MaineDOT will not be used, and substituted materials shall be approved before use. The Contractor shall maintain at the Information Center premises, a complete set of Material Safety Data Sheets (MSDS) and have them accessible to the Contract Administrator.
4. Samples: MaineDOT may require samples of supplies before the Contractor commences work or at any time during the work to determine compliance with the standards required by these specifications. Any item failing to meet these specifications shall be replaced by the Contractor with supplies meeting the itemized specifications or required standards.
5. The Contractor shall provide any necessary power equipment, including lawn mowers, trimmers, snow removal equipment, wet/dry vacuums, floor vacuums, tile buffers, and any other power tools used in completion of the job. All power tools currently at the facilities will be used by MaineDOT elsewhere and will NOT be available to the Contractor.
6. Each information center has a supply area for routine storage of chemicals, toilet tissue, etc., but bulk storage of large quantities of paper goods or cleaning chemicals, etc., is not available nor permitted.

7. The Contract Administrator will provide an FDA Approved Sharp Container that will be located in the janitorial room. The Contractor shall notify the Contract Administrator when the container is full and the MaineDOT will make arrangement for replacement and proper disposal.
8. Estimated Quantities of Supplies Purchased Over the Last 12 Months:
  - 48 - Cases - Large Latex Gloves – (100 per Case)
  - 175 - Cases - Toilet Tissue – (6 x 2800' per Case)
  - 15 - Cases - Liquid Bowl Cleaner – (12 Quarts per Case)
  - 10 - Cases - Vanisol Disinfectant Cleaner - (4 – 1 Gallon per Case)
  - 50 - Gallons - Bleach
  - 75 - Cases - 22 x 14 x 60 Trash Bags
  - 70 - Each - Liquid Hand Soap Cleaner
  - 3 - Cases - Sanitary Napkins
  - 4 - Cases - Each –First Aid Kit – Blood Borne Path
  - 4- Cases - Citrus Refills
  - 4- Cases - Urinal Screen

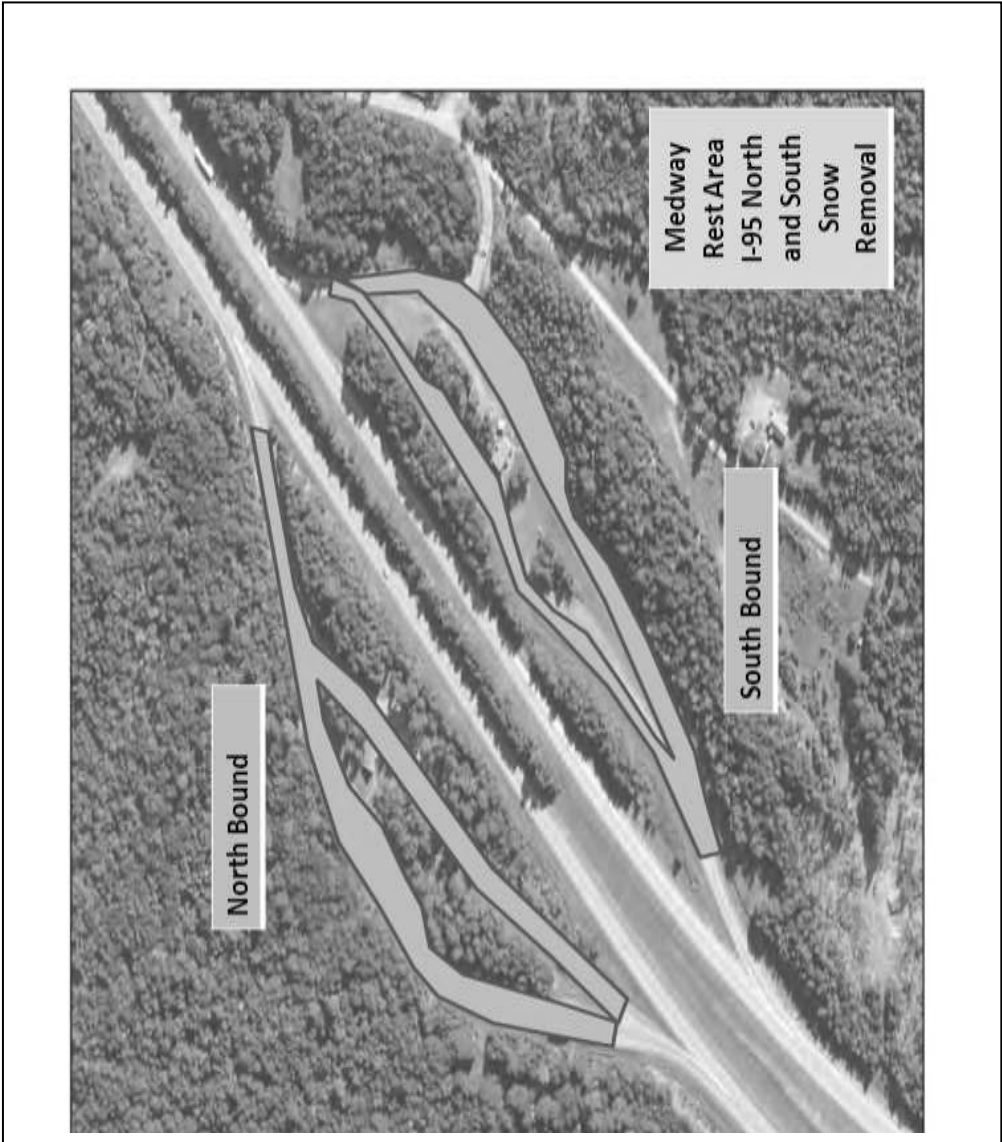
#### **SNOW AND ICE REMOVAL FOR SIDEWALKS AND ENTRANCES**

- A. Sidewalks and Entrances: The Contractor shall provide all necessary labor, equipment and materials for operations required by this Contract to keep walkways, stairs, and entrances to the buildings free of snow and ice in order to provide the safest possible surface conditions attainable under winter conditions, and in accordance with guidelines below. Workers working outside need to have Contractor supplied high visibility safety apparel.
- B. Medway Rest Area – Lot Snow and Ice Control: The Contractor shall remove the snow (whether accumulating from snowfall or drifting), control ice, and perform all other work indicated in this Contract in compliance with all the terms, conditions, and representations of the same in parking areas, driveways, vehicular entrances and all other areas available for vehicular travel that are located within the limits of the Lot Snow and Ice Control Work Area bid to provide the safest possible surface conditions attainable under winter conditions.
- C. Work Standards
  1. The Contractor shall have a working knowledge of anti-icing strategies for minimizing and preventing the bonding of snow and ice to the pavement surface. The Contractor shall utilize spreading equipment to responsibly and effectively implement the anti-icing strategies. Information on anti-icing may be found at the following MaineDOT web site: <http://www.maine.gov/mdot/winterdriving/snowicecontrol/>

2. Pre-season. The Contractor shall obtain prior approval from MaineDOT if any equipment is proposed to be left on site throughout the winter season.
  - a. The Contractor shall plan plowing activities, and if necessary, with MaineDOT's approval, pre-mark any obstacles necessary to avoid damage to any rest area property. Snow storage areas shall be planned to accommodate the amount of snowfall reasonably anticipated throughout a winter season in Maine and shall not obstruct any pathways or areas requiring any form of access throughout the winter season.
  
3. During Storm. Plowing operations shall begin once snow accumulation has reached a depth of 2" or ice/sleet accumulation has reached a depth of ½". The plowing method and equipment employed by the Contractor shall be at the contractor's discretion, once the equipment, as identified in the contractor's post bid pre-award submittal, has been pre-approved by the Department. The Contractor shall conduct all work in a manner so as to minimize disruption of the normal flow of traffic (either pedestrian or vehicular) and shall not place snow on any sidewalks. The Contractor shall use salt (to be supplied by the Contractor), as necessary, to provide as safe a condition as reasonably possible. MaineDOT reserves the right to require additional treatments, as necessary, to obtain the necessary end result.
  - a. MaineDOT trucks may periodically pass through the rest area parking lots and will remain toward the outer edge of the lot.
  
4. Post-storm. Storm cleanup operations shall begin as soon as possible after the storm ends in order to provide maximum travel and parking access. Areas requiring snow removal shall be addressed and any remaining slippery areas shall be treated with salt. The Contractor shall be aware when considerable melting and refreezing occurs any time between storms and to properly treat the areas to prevent hazardous situations for pedestrian and vehicular traffic in the parking lots and entrances, and shall treat such area accordingly. Immediately after the storm conditions have subsided, snow shall be moved to the designated location in each parking area and any snowbanks pushed back. Bare parking areas shall be provided as soon as practicable and normally within three **(3) daylight hours** of the end of storm. Additional issues normally associated with snow and ice control, such as refreezing, drifting, and water ponding issues that are caused by snow and ice obstructing drainage structures or swales, are to be addressed by the Contractor as part of this Contract. Snow removal required shall be considered incidental to the Contract and the responsibility of the Contractor.
  
5. The Contractor shall have supervisory personnel available by cell phone(s) throughout any winter storm. The phone number(s) shall be provided to the Department and updated as necessary. The Contractor's equipment shall also be equipped with communication devices that will allow the Contractor to promptly get a message to personnel.

6. The Contractor shall promptly address any specific areas identified by the Department's Representative as having not been sufficiently treated to provide reasonably safe travel conditions. Such areas may require removal of snowpack, applications of salt or winter sand or additional pushing back of snow banks. Such work shall be incidental to the Contract. Should the Contractor fail to respond to any identified hazards within a reasonable period of time, the Department may address the areas of concern and withhold the costs incurred from the Contractor's payment.
- D. Equipment Requirements: The Contractor shall furnish sufficient equipment. In accordance with the law; all such equipment shall only be operated by persons having a valid license. All trucks, plows, loaders, and spreader systems shall be identified in the post bid pre-award submittal, and all equipment is subject to the Department's approval, both prior to the initial award of the contract and at any time prior to or during any Winter Season. Failure to provide equipment that the Department deems sufficient to reliably and safely meet the terms of this contract shall be grounds for contract termination. All trucks, plows, loaders, and spreader systems shall be registered, inspected and insured as required by Maine Law.
- E. Salt Requirements.
1. The Contractor agrees to provide sufficient salt for operations required by this agreement.
  2. When making applications of pure salt, the Contractor shall do so in such a manner to avoid the application of excessive quantities.
- F. Worker Requirements
1. Workers designated for Janitorial Services or tasks listed under "Tasks to be performed and frequency" cannot be simultaneously designated for Snow Plowing and ice control of parking lot.
  2. Any person working outside shall wear Contractor supplied high visibility safety apparel.

**MEDWAY REST AREA LOT SNOW AND ICE CONTROL WORK AREA**



**TASKS TO BE PERFORMED AT EACH LOCATION AND FREQUENCY**

The Following table provides the minimum frequency for the tasks to be performed. Where multiple cycles are required, (ie “4X”) It is expected when indicated (ie “4X”) this will be performed every two hours at a minimum. During higher use periods, additional cycle will likely be required, as indicated in the “As Necessary” column.

Restrooms: Includes men’s, women’s and staff restrooms	Minimum Required					
	8-hour shift	Weekly	Bi-weekly	Monthly	Yearly	As Necessary
Clean and deodorize all toilets, urinals, washbasins, hand dryers, mirrors, changing stations, soap dispensers and other fixtures.	4-X					X
Sweep and mop restroom floors.	4-X					X
Empty sanitary napkin receptacles, trash barrels and other necessary items.	4-X					X
Clean and wipe door push plates, trash barrels and other related surfaces	4-X					X
Check and fill hand soap dispensers, sanitary napkin, toilet paper dispensers	4-X					X
Clean all windows to remove smudges, fingerprints, cobwebs, etc., inside and out.	4-X					X
Clean and wash walls and toilet partitions.	4-X					X
Remove and clean floor drains as necessary.	4-X					X
Check all lighting sources. Remove and clean globes and other light fixtures		X				X
Remove writing and marks from walls or partitions, clean up spills and any other accidents/damages promptly as they occur.	4-X					X
Thorough cleaning of exterior heating registers, heating elements and heating ducts.		X				X
Perform preventative maintenance as necessary.						X

<b>Lobby Area: This area includes the portion of the building from the entrance to the restroom including the tile floor.</b>	<b>Minimum Required</b>					
	<b>8-hour shift</b>	<b>Weekly</b>	<b>Bi-weekly</b>	<b>Monthly</b>	<b>Yearly</b>	<b>As Necessary</b>
Sweep and mop tile floor	4-X					X
Vacuum all louvers, corner areas and any other appropriate places as required.	4-X					X
Empty trash barrels and other receptacles.	4-X					X
Clean and wipe door surfaces, trash barrels, and all fixtures requiring dusting, washing and polishing.	4-X					X
Clean visitor payphones and check for proper operation.	4-X					X
Clean windows to remove smudges, fingerprints, cobwebs, etc.	4-X					X
Clean exterior heating registers, heating elements and heating ducts.		X				
Check all light sources. Periodically remove and clean globes and other light fixtures.		X				
Remove writing and marks from walls, clean spills and any other accidents/damages promptly as they occur.	4-X					X
Clean offices by dusting, mopping, sweeping and cleaning all necessary areas.		X				
Maintenance/Janitorial duties on the main building and the equipment/storage building						
Surface clean vending machine building and windows.	4-X					X
The Provider will be responsible to operate and perform routine maintenance on all HVAC, water and sewer systems in accordance with procedures provided by MaineDOT.						X
Re-stain all picnic tables and outdoor seating annually. Clean, sand, and repaint all metal supports for same, as necessary. Provider will be responsible for furnishing all materials necessary to accomplish this work.					X	
Keep all bricked and paved areas free from trash, debris, gum, beverage spills, etc. on an on-going basis.	4-X					X
Remove graffiti and marks from outside walls, clean up dirt/dust spots as necessary.	4-X					X
Clean the equip./maintenance building, sweep the floor, empty the trash and keep orderly.				X		
Clean the outside of the building for such items as cobwebs, cocoons, insects, nests, etc.			X			
Replace light fixtures and change doors according to seasons.						X
Check and maintain drainage gutters or down spouts, snow and ice buildup and any other building or roof damage. Notify MaineDOT of significant damage within 24 hours.		X				
Wash exterior windows, inside and out, remove smudges, fingerprints, dust and cobwebs.				X		

<b>Grounds Keeping: Maintain all outside areas within the Rest Area boundaries.</b>	<b>Minimum Required</b>					
	<b>8-hour shift</b>	<b>Weekly</b>	<b>Bi-weekly</b>	<b>Monthly</b>	<b>Yearly</b>	<b>As Necessary</b>
Pick up all litter on grounds and walkways on a continuous basis. Wash and clean all outdoor furniture and fixtures.	4-X					X
Provider shall maintain flags per department flag etiquette policy. Notification of special events will be made via email.						X
Sweep sidewalks and parking lots.	4-X					X
Check for missing and damaged signs and notify MaineDOT.	4-X					X
Maintain both pet exercise areas and remove animal waste daily. Maintain brick/paved walkways free of weeds and keep properly edged.	4-X					X
Trim grass around all fences, signs, shrubbery, trees, and benches		X				X
Pile up any fallen brush or tree limbs and MaineDOT will remove them for disposal. Notify MaineDOT immediately of any trees, limbs, or brush that require removal or pose any type of safety hazard to the public or facility.	4-X					X
Mow grass as necessary in all lawn areas (maximum 2 ½ inch height) – encompasses approximately 4 acres. This includes leach fields both facilities.						X
Water, trim and maintain the appearance and health of all shrubbery and trees. Maintain, weed free, mulched planters. Replace eroded mulch as needed throughout. MaineDOT shall provide mulch, flowers, and plants and the Provider is responsible for their installation and upkeep.						X
Check all light sources. Periodically clean accessible globes and other fixtures. Replace burnt out bulbs.			X			
Check the walks and parking areas for holes, rocks, garbage, etc.	4-X					X
Place trash bags in designated dumpster or area.	4-X					X
Empty all trash barrels and replace plastic bags.	4-X					X

## **MEASUREMENT AND PAYMENT**

### Invoicing and Payments

The Contractor shall submit an itemized invoice to the Department monthly for Medway Rest Areas – Janitorial Services, Grounds Maintenance, and Snow Removal. The Monthly Rate shall be the unit price for one calendar year for the Item divided by twelve and there shall be no variation based upon seasonal fluctuations. The start date of the Contract shall constitute the monthly payment schedule and shall be referenced on each invoice. Example: (July 15, 2018 thru Aug 14, 2018). The Department will pay for the Work performed and accepted at the Monthly Rate, such payment being full compensation for all workers, supervisors, supplies, protective clothing, labor, equipment, materials and incidentals for performing the Work identified in this contract. The Department may reduce the monthly Rate by the amount of Work not performed or not accepted but included in the Item.

The Department may withhold payments claimed by the Contractor on account of 1) Incomplete, Inaccurate or Incorrect Invoices, 2) Defective Work or non-conforming Work, or 3) Damages for Non-conforming, Defective or Unauthorized Work or Equipment.

### Liquidated Damages

The Department and the Contractor acknowledge that time is an essential element of the Contract, and that not completing work in compliance with the contract provisions when scheduled will result in damages including but not limited to, damages to the State of Maine due to public inconvenience, interference with tourism business, and increased inspection and administrative costs to the Department. The Department and the Contractor acknowledge the difficulty of making a precise determination of such damages and, as a result, they have agreed to the sum of \$100.00 that will be charged against the Contractor for each 8-hour shift that the work is not completed as specified and scheduled in the contract, not as a penalty but as Liquidated Damages. The Contractor acknowledges that this specified amount of Liquidated Damages is reasonable, and agrees to stipulate to their reasonableness in any suit for the collection of or involving the assessment of said damages. The damages referred to herein are intended to be and are cumulative, and will be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the contract. Permitting the Contractor to continue and finish the work or any part thereof after the scheduled time of work shall in no way operate as a waiver on the part of the Department of its rights to assess and recover Liquidated Damages, or any other rights, under the Contract.

## **FAILURE TO PERFORM, DEFAULT AND TERMINATION**

Failure by the Contractor to perform the Work when required or to substantially meet other contractual requirements may result in the following actions:

1<sup>st</sup> Incident: If the Contractor does not take corrective action in a timely manner upon receipt of verbal warning, the Department will issue a written warning.

2<sup>nd</sup> Incident: The Department will issue a written warning.

3<sup>rd</sup> Incident: The Department may (A) give written Notice of Default to the Contractor and immediately terminate the Contract by written Notice of Termination, or (B) take prosecution of the Work away from the Contractor without violating the Contract.

The Contractor is in Default of the Contract if the Contractor:

- A. Fails to provide labor, Equipment or Materials specified in the Contract,
- B. Fails to perform the Work with sufficient labor, Equipment, or Materials to assure compliance with the Contract,
- C. Fails to perform Work when specified in the Contract.
- D. Performs Defective Work, neglects or refuses to repair or correct Unacceptable Work when directed by the Department;
- E. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency that could affect the Work in any way,
- F. Discontinues the prosecution of the Work without the Department approval,
- G. Continues to perform Work after the Department directs that Work be stopped,
- H. In any other manner, fails to perform the Work in Substantial Conformity with any material provision of the Contract.

If Default occurs, the Department may give written Notice of Default to the Contractor. Failure to give Notice of Default is in no way a waiver by the Department of any provision of the Contract. In this event, the Department may enter into an Agreement with another entity for the Completion of the Work, or use such other methods as in the opinion of the Department are required for the Completion of the intent of the Contract in an acceptable and timely manner. Termination of the Contract or portion thereof shall not relieve the Contractor of its Contractual responsibilities for the Work completed (including warranty obligations), nor shall it relieve the Surety of its obligation for claims arising from the Work or the Contract. The Department will pay for all Accepted items of Work as of the date of Termination at agreed upon prices. The Contractor shall make all Work records available to the Department upon request regarding payment under this Section.