

CHELMSFORD PUBLIC SCHOOLS CONTRACT FOR CLEANING SERVICES

This Contract is made this 18 day of June , 2019, by and between the Chelmsford Public Schools, 230 North Road, Chelmsford, MA 01824, acting by the Chelmsford School Committee (hereinafter the "District"), and Dynamic Janitorial Cleaning, Inc., a corporation organized under the laws of Massachusetts, with a principal office located at 176 Main Street, Milford, Massachusetts, and a Massachusetts office located at same, (hereinafter the "Contractor").

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the District and the Contractor for the services specified herein, are hereby terminated and shall be of no force and effect.

1. **Scope**

In consideration of the obligations herein contained, the Contractor shall provide cleaning services for the District at Chelmsford High School, as stated in the Request for Proposals ("RFP"), issued by the District, which is incorporated herein by reference.

2. **Standard of Care**

The Contractor shall exercise due care and diligence in the rendering of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor's services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. **Term**

The initial term of this Contract shall be for one (1) year, commencing on July 1, 2019, and ending on June 30, 2020. This Contract may be extended, at the sole discretion of the District, for up to two (2) one (1)-year renewal terms, the first commencing on July 1, 2020, and ending on June 30, 2021, and the second commencing on July 1, 2021, and ending on June 30, 2022.

4. **Incorporation of the Request for Proposals/Order of Priority of Contract Documents**

The provisions of the RFP and the Contractor's Proposal are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the RFP (if any)
Fourth Priority:	RFP

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Fifth Priority: Contractor's Proposal.

5. Payment

In consideration for performance of the work at Chelmsford High School in accordance with the requirements of this Contract, the District shall pay the Contractor the prices set forth in the Contractor's Proposal, a copy of which is attached hereto and incorporated by reference.

This Contract is a fixed price/fixed rate contract and therefore miscellaneous expenditures associated with the Contractor's work shall not be paid by the District. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the District's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the District.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the District as an invoice and shall specify all services rendered.

Payment will be due thirty (30) calendar days after receipt of the Contractor's invoice by the District for services rendered in accordance with this Contract. The District shall not make payments in advance.

If the District objects to all or part of any invoice, the District shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) calendar days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the District's RFP, the Contractor shall take such measures only with the District's prior written approval. Charges for such services, with no mark-up, shall be billed directly to the District unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the District and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the District to the Contractor shall be deemed to be a waiver of any right of the District under this Contract or a ratification by the District of any breach hereof by the Contractor.

6. Warranty

DELETED/NOT APPLICABLE.

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7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and local law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

The Contractor shall provide and maintain throughout the term of this Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The District shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance (Umbrella Form), and Automobile Liability Insurance.

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- f. All certificates and policies shall contain the following provision:
- “Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) calendar days prior written notice thereof to the named certificate holder and to the District before such cancellation or amendment shall take place.”
- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the District at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the District or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
- h. The Contractor shall also be required to provide to the District with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the District is named as an additional insured on each such policy.
- i. No insurance shall be obtained from an insurer which:
- (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

9. Indemnification

The Contractor shall compensate the District for all damage to District property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the District and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under

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the Contract, or which arise out of the violation of any federal, Massachusetts or local statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the District and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the District, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or local statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it is familiar with all conditions of the RFP and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

In full compliance with the terms of the RFP, the Contractor shall provide a Performance Bond, which is in the amount of one hundred percent (100%) of the Contract Price, to the District.

13. Payment Bond

NOT APPLICABLE.

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the District and not as an employee of the District. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the District, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

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15. Use of Alcohol and Controlled Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on District property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the District shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the District.

17. CORI/CHRI/SAFIS Screening of Contractor's Employees

Pursuant to M.G.L. c. 71, §38R and 42 U.S.C. § 16962, each employee of the Contractor who performs services under this Contract shall be subject to Criminal Offender Record Information (CORI) and Criminal History Record Information (CHRI) screening. As part of such comprehensive criminal background screening, each such employee shall be subject to Statewide Applicant Fingerprint Identification Services (SAFIS) screening, as well as to any and all other federal and state statutes, rules, and regulations regarding fingerprinting. No employee of the Contractor shall perform services under this Contract unless he/she has successfully passed all such applicable screening.

18. Delays/*Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which

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could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of performance.

19. Termination

a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) calendar days of written notice thereof from the District to the Contractor, the District shall have the right to terminate this Contract upon written notice to the Contractor.

b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) calendar days thereafter, in any event the District may terminate this Contract upon written notice to the Contractor.

c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation of sufficient money to fund this Contract. Should sufficient funding not be appropriated therefor, the District shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event, the District may terminate this Contract upon written notice to the Contractor.

d. The District may terminate this Contract upon written notice to the Contractor if a source of money to fund this Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend this Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.

e. The District may also terminate this Contract for convenience upon thirty (30) calendar days' written notice to the Contractor.

In the event of termination, the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19 a. or 19 b. above, the District may make any reasonable purchase or contract to purchase services in substitution for performance due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the District due to non-performance or non-conformance of services, together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

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20. Notices

Except as otherwise provided in this Contract all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

If to the District: Superintendent of Schools
Chelmsford Public Schools
230 North Road
Chelmsford, MA 01824

With copies to: Andrew J. Waugh, Esq.
Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

If to the Contractor: Dynamic Janitorial Cleaning, Inc.
176 Main Street
Milford, MA 01757

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the District shall constitute a waiver of a right or duty afforded to the District under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the District shall be construed as a waiver or in any way limit the legal or equitable remedies available to the District. No waiver by the District of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor

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shall promptly, before commencing performance under this Contract, report the same to the District in writing.

- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the District as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the District has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the District vis-à-vis the media or the public at-large without the District's express, written consent in advance.
- g. Prior to commencing performance under this Contract, the Contractor shall furnish the District, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Proposal was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

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- k. Prevailing wage rates, as contained in the Proposal documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.**
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the District.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the District shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any prior agreement between the parties in connection with the transaction contemplated.
- r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to

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the extent permitted by law.

- s. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- u. This Contract is executed in triplicate as a sealed instrument.

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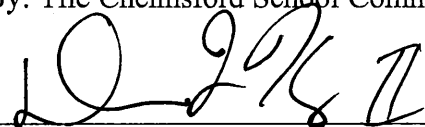
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The Chelmsford Public Schools


(Printed Name of Contractor)

By: The Chelmsford School Committee

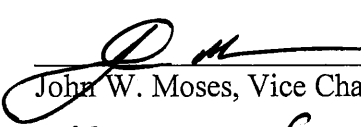
By: _____



Dennis F. King, II, Chairman

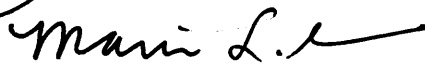


MARLON NOGUEIRA
Printed Name



John W. Moses, Vice Chairman

President
Printed Title



Maria Santos, Secretary



Donna Newcomb



W. Allen Thomas, Jr.

Dated: _____

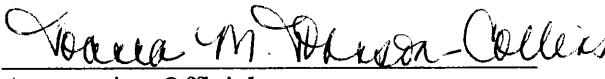
Dated: _____

6/18/2019

7/8/2019

APPROVED AS TO AVAILABILITY OF APPROPRIATION:


In accordance with the requirements of M.G.L. Chapter 44, Section 31, this is to certify that an appropriation in the amount of this Contract is available therefor.



Accounting Official
Joanna M. Johnson-Collins
Director of Business & Finance

Dated: 7-22-2019

Approved as to Form:



Andrew J. Waugh, Esq.
District Counsel

7/22/19
Dated:

**CHELMSFORD PUBLIC SCHOOLS
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CERTIFICATE OF VOTE

I, SUSY NOGUEIRA, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting ~~PRESIDENT~~ CLERK of
DYNAMIC JANITORIAL CLEANING (Title)
(Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on JULY 9TH 20 19, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either
MARLON NOGUEIRA PRESIDENT ;
(Name) (Title)
_____, _____ ; or
(Name) (Title)
_____, _____
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the 9TH day of JULY, 20 19 and has not been changed or modified in any respect.


Signature

Marlon Nogueira
Printed Name

President
Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)

904576

CHELMSFORD PUBLIC SCHOOLS

High School

Dynamic Janitorial Cleaning, Inc.
Milford, Massachusetts

\$269,700 Chelmsford High School

**CHELMSFORD PUBLIC SCHOOLS
REQUEST FOR PROPOSALS
CONTRACTED CLEANING SERVICES**

Pursuant to M.G.L. c. 30B, §6, the Chelmsford Public Schools (CPS or "the District") solicits sealed proposals, with the intention to award a contract(s) for contracted cleaning services for the following school buildings: Byam, Center, Harrington, and South Row Elementary Schools, Parker and McCarthy Middle Schools, Chelmsford High School, the Community Education/CHIPS (Westlands) School, and the Central Administration Offices. The cleaning services shall consist of all labor and equipment as well as those materials specified in Section 7.0, below.

The specifications will be available during regular business hours at the Administrative Offices of the Chelmsford Public Schools, 230 North Road, Chelmsford, MA 01824, starting Monday February 11, 2019, at 11:00 A.M. local time, a pre-proposal conference will be held on Tuesday February 19 at 9:00 A.M. local time at the Main Entrance of Chelmsford High School located at 200 Richardson Road, Chelmsford, MA. Proposal submissions will be accepted through Tuesday March 12, 2019 at 11:00 A.M. local time. Any submissions received after Tuesday March 12, 2019 at 11:00 A.M. local time will be not be considered. No faxed or conditional Proposals shall be accepted. If the District Offices are closed due to weather or other emergency, the deadline for receipt of Proposals will be extended to the time posted above on the next business day upon which District Offices are open. Each Proposer's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in District Offices shall be considered official.

Each Proposal shall be submitted in accordance with the Submission Requirements in order to be considered for award. Any Proposal submitted shall be binding for sixty (60) calendar days subsequent to the time of the opening of Proposals.

The District will not reimburse Proposers for any costs incurred in preparing Proposals in response to this RFP.

Submission of a Proposal shall be conclusive evidence that the Proposer has examined this RFP and is familiar with terms of this RFP and all provisions of the contract included with this RFP. Upon finding any omissions or discrepancy in this RFP, each Proposer shall notify the District immediately so that any necessary addenda may be issued. Failure of a Proposer to investigate completely the RFP and/or to be thoroughly familiar with this RFP shall in no way relieve any such Proposer from any obligation with respect to the Proposal.

By submission of a Proposal, the Proposer agrees that if its Proposal is accepted, then it shall enter into a Contract with the District which incorporates all of the requirements of this RFP. By submission of a Proposal, the Proposer further indicates acceptance of all terms and conditions of this RFP.

Changes, modifications or withdrawal of Proposals shall be submitted in writing to the District prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED PROPOSAL FOR THE PROCUREMENT OF CONTRACTED CLEANING SERVICES- PRICE PROPOSAL" or

“CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED PROPOSAL FOR THE PROCUREMENT OF SERVICES FOR CONTRACTED CLEANING SERVICES - NON-PRICE PROPOSAL.” No corrections, modifications, or withdrawal of Proposals shall be permitted after the deadline for receipt of Proposals.

For further information, please refer to the succeeding sections, with which each Proposer shall comply in submitting a Proposal.

1.0 Contract Term

1.1 Any contract awarded pursuant to this RFP shall be for a one (1) year term commencing July 1, 2019, through June 30, 2020, with two (2) one (1)-year optional extensions commencing July 1, 2020, through June 30, 2021, and July 1, 2021, through June 30, 2022, exercisable at the sole discretion of the Chelmsford School Committee. The Chelmsford School Committee intends to notify the successful proposer by April 1st of the year preceding each option year of their intent to exercise extensions to the contract at the Committee's sole discretion; however, the District's failure to do so shall not prohibit it from exercising its option. Optional years two and three are subject to appropriation. Any contract awarded must contain all provisions of this Proposal. A copy of the Contract that the Contractor must sign as a result of award is attached for reference as Appendix A.

2.0 Proposal Format and Requirements

2.1 Proposers are required to submit unit prices for the specified services on the Price Proposal Sheet for the school calendar schedule, including hourly rates, which will be used for adjusting invoices downward when a full crew is not provided and upward when additional services are required. A fixed fee for the three (3) school vacation periods (Christmas, February and April breaks) and summer should be listed separately with the man hours per day that will be scheduled during the three (3) vacation periods and summer break.

2.2 A proposal deposit or bid bond in the amount of five percent (5%) of the year one total contract bid price is required. All deposits will be returned once a contract has been executed with the successful proposer.

2.3 The Successful Proposer (also referred to as “the Contractor”) shall provide a performance bond in the sum of one hundred percent (100%) of the contract price in a form acceptable to the CPS. The bond shall be provided within thirty (30) calendar days of the contract award. The bond must be updated yearly by the contractor and will be provided to the school business office no later than June 30 preceding the contract year. Failure to obtain a performance bond will result in the cancellation of the contract. Only bond companies licensed to conduct business in Massachusetts are acceptable. To find out if your bonding company is licensed to work in Massachusetts, please contact the Division of Insurance at phone number (617) 521-7794.

2.4 Any questions on the part of the proposer regarding the specifications contained herein must be resolved prior to submission of the proposal. A pre-proposal conference that will include a building tour is scheduled for **Tuesday February 19, 2019, at 9:00 A.M.** local time. The pre-proposal conference will begin at the Main Entrance at Chelmsford High School, 200 Richardson Road, Chelmsford, MA and be followed by school visits to the Harrington Elementary School and McCarthy Middle School to provide a representative sample of the school building conditions in which the proposed services are to be performed. Proposers are encouraged to visit each of the other school locations not included in the pre-proposal conference prior to submitting a proposal. The pre-proposal conference and building tour is non-mandatory. Questions pertaining to the Request for Proposals should be referred to Kerry Kearns, Assistant School Business Administrator, via e-mail at kearnsk@chelmsford.k12.ma.us or by phone at (978) 251-5100.

2.5 CPS reserves the right to use its own personnel and/or equipment to perform cleaning services when deemed necessary or expedient, and to award additional contracts for cleaning services as deemed necessary in the best interest of the CPS. If CPS has to use its own personnel or contract with another vendor to perform cleaning services the contractor did not attempt or complete to the satisfaction of the CPS, CPS will charge the contractor the hourly wages of the personnel or costs associated with contracting with another vendor, to complete the tasks. The total dollar value of incomplete work will be calculated and deducted off the next invoice the contractor sends to the district.

3.0 **Qualifications of Proposers**

3.1 Proposals may be submitted by companies, partnerships or corporations that are presently engaged in the field of professional cleaning services and that have a minimum of five (5) years' experience in providing professional cleaning services or a minimum of three (3) years' experience and a demonstrated ability to perform the contracted cleaning services required by these specifications. Demonstrated ability shall be established by current or recent references of professional cleaning jobs similar in size and scope as the work to be performed pursuant to the contract. The Contractor shall submit all work performed in Massachusetts schools and failure to list a school may result in rejection of the proposal at the sole discretion of CPS.

3.2 Proposers are required to submit a "Company Résumé" in their Non-Price Proposal which will contain information relative to the organization of the proposer's cleaning service business, including date of incorporation, organization, headquarters, field offices, size, work force, management structure, employee system, benefits, training programs and union information.

4.0 **Scope of Work**

4.1 The successful Proposer must provide contracted cleaning coverage of the sites listed below between the hours of 2:30 P.M. and 11:00 P.M. during each day of the contract. A minimum of one (1) employee must be present during the hours specified above (exception: Admin Building only requires cleaning services). Below are the addresses of the sites for the contract cleaning:

School Addresses

Chelmsford High School -Square Footage (285,882)

200 Richardson Road
N. Chelmsford, MA 01863
(978) 251-5111 Fax (978) 251-5117

McCarthy Middle School - Square Footage (156,732)

250 North Road
Chelmsford, MA 01824
(978) 251-5122 Fax (978) 251-5130

Parker Middle School -Square Footage (121,873)

75 Graniteville Road
Chelmsford, MA 01824
(978) 251-5133 Fax (978) 251-5140

Byam Elementary School - Square Footage (60,441)

25 Maple Road
Chelmsford, MA 01824
(978) 251-5144 Fax (978) 251-5150

Center Elementary School -Square Footage (55,562)

84 Billerica Road
Chelmsford, MA 01824
(978) 251-5155 Fax (978) 251-5160

Harrington Elementary School - Square Footage (60,441)

120 Richardson Road
North Chelmsford, MA 01863
(978) 251-5166 Fax (978) 251-5170

South Row Elementary School - Square Footage (44,580)

250 Boston Road
Chelmsford, MA 01824
(978) 251-5177 Fax (978) 251-5180

Chelmsford Community Education/CHIPS (Westlands) School-Square Footage (37,100)

170 Dalton Road
Chelmsford, MA 01824
(978) 251-5188 Fax (978) 251-5187

Chelmsford Public Schools-(*requires year-round cleaning)- Square Footage (10,192)

Administrative Offices
230 North Road
Chelmsford, MA 01824
(978) 251-5100

4.2 The scope and frequency of cleaning services applicable to the buildings are shown in Appendix B. It will be the proposer's responsibility to determine the number of man hours necessary to complete the requirements outlined in Appendix B. The proposer shall comply with the latest industry standards. All cleaning procedures shall be in strict accordance with manufacturers' directions and warnings (Appendix C includes floor finishing requirements for each facility), OSHA and EPA standards, and all Federal, State and local laws.

Prior to the start of the contract, a meeting with CPS and the Contractor will occur to review scope and responsibilities.

4.3 Cleaning services, as outlined in Appendix B, are required only for days when school is in session plus an additional 6 days built into the calendar to be worked by the Contractor immediately prior to the start of school for students. (The normal school calendar is 186 days.) The Contractor shall invoice CPS only for those days worked in conjunction with the school calendar. The Director of Facility Services or his/her designee will immediately notify the Contractor of emergency closings such as weather and power outages.

4.3.1 The Contractor's regularly scheduled employees (full or part-time) shall be required to work on days when school is closed due to a snow storm, unless notified by the CPS Director of Facility Services or his/her designee. The Director of Facility Services or his/her designee will immediately notify the Contractor of emergency closings such as weather or power outages. If the Contractor is not required to work days during which school is closed, the six remaining days will be used at the end of the school year as directed by CPS.

4.3.2 The Contractor may be required to remove snow and salt or sand entrances, walkways and sidewalks adjacent to the school property at the discretion of the Director of Facility Services during the winter months. All such snow removal and salt/sand application will be during the regular daily cleaning hours of 2:30 p.m. – 11:00 p.m. All snow removal equipment including snow blowers/throwers, shovels and salt/sand shall be provided by CPS. The Contractor shall care for the CPS snow removal equipment as if it were its own and follow all manufacturer specifications for applicable use. The Contractor shall reimburse CPS, either as a direct payment or through a downward adjustment of the monthly invoice, for any snow removal equipment damaged as a result of inappropriate use as determined by CPS.

4.4 Summer and school vacation periods (December/February/April) are considered separate from the day to day cleaning and shall be priced as a lump sum fixed fee on the Price Proposal Sheet. During the Summer, work hours can be adjusted to start/end between 7 A.M. to 11 P.M. with prior approval of the Director of Facility Services. Emergency and special cleaning services will be provided at the hourly rate included on the Price Proposal Sheet. The CPS Director of Facility Services or his/her designee shall determine the work schedules and size of the labor force needed for any such separate cleaning work. **Work crews shall be available on emergency call within a reasonable amount of the time.** The Contractor must provide a toll-free, 24 hour emergency

telephone number which will ensure an on-site response time to emergencies of no longer than one (1) hour.

4.5 Floor plans, shown in Appendix D, provide a general idea of the areas involved in the cleaning service contract. CPS does not attest to the labeling accuracy or completeness of the drawings (i.e., boiler rooms and outdoor entrances are not shown). Cleaning services apply to offices, classrooms (including specialty classroom spaces such as music, AV, art, technology, etc.), halls, lobbies, landings, elevators, walkways, handicap ramps, corridors, lavatories, stairwells, cafeteria, lounges, locker rooms, gymnasiums, fitness centers, entranceways, conference rooms, lecture hall, library, auditorium, storage rooms and closets, boiler rooms and surrounding grounds. The Contractor shall be responsible for the proper cleaning of all areas of the building.

4.5.1 Meeting room set-up support is required. The contractor will be responsible for pre and post set-up cleaning responsibilities on a daily basis as instructed by the Director of Facility Services or his/her designee. Meeting set-up can happen at any time the school is open and will be coordinated in advance. If set-up is required before 2:30 pm, this will be handled by district staff.

4.5.2 Independent Quality Assurance Program: Quality levels will be monitored and numerically scored up to four (4) times per year by an independent auditor determined by CPS, using the criteria outlined in Appendix E. CPS and the contractor will accept the findings as a tool of program quality improvement. The first audit will be scheduled before December 2019. The independent inspector will serve as a neutral advocate for both parties, focusing on quality improvement and best practices of efficient service delivery. **SPECIAL NOTE: The conditions of the buildings must be maintained as Level two (2) of the APPA custodial standards at all times.**

4.6 Any and all adjustments to regularly scheduled work must be approved in advance in writing and signed by the Director of Facility Services or his/her designee.

4.7 The Contractor shall properly dispose of trash in dumpsters, paper recycling stations, or bottle/can stations provided by CPS. Collection of cans and bottles from trash during working hours for individual personal gain will not be tolerated.

4.8 The Contractor shall be responsible for all permits, fees, and licenses necessary for the proper execution of the required work.

4.9 CPS responsibilities, listed in Table 1, are not considered part of the contract, and, as such, the Contractor is not responsible for these duties.

TABLE 1

Chelmsford Public Schools Responsibilities

HVAC Controls	Opening of building
Receipt and delivery of goods	Building maintenance and repairs
Smoke and fire alarms	Utilities and outdoor lighting
Clock/Intercom systems	Fire extinguishers
Pest control	Kitchen Equipment
Landscaping	

4.10 It is understood and agreed that only the highest possible standards of cleanliness are acceptable and are to be maintained; that the following specifications as referenced in Appendix B are not to be construed as complete, and all items not included but found necessary to properly clean the buildings shall be included as though written into some length. A structured work program will be instituted as prescribed by the CPS, utilizing specific equipment and cleaning procedures, in order to attain green cleaning certification and sustainability. The ultimate goal of any contract awarded is to provide a consistent and sufficient cleaning program at all school facilities. The Contractor shall be required to redo, at his/her own expense, any work not done according to the schedule; any work in relation to which there shall be doubt or discrepancy; or any work done in violation of the law or public authority. In the event that work has been done improperly, the CPS Director of Facility Services or his/her designee shall have the right to demand immediate corrective action on the part of the Contractor, or have the condition corrected by whatever means necessary and deduct the cost of such corrective action from the Contractor's monthly invoice.

5.0 Hours and Conditions of Work

5.1 The cleaning schedule is shown in Table 2. The contractor is expected to utilize methods and techniques that are most productive in attaining the APPA 2 standards and to deliver quality service. CPS reserves the right to change the hours for any reason. The Contractor shall be flexible, within reason, so as to alter schedules per the request of the Director of Facilities Services or his/her designee.

TABLE 2

CLEANING SCHEDULE

2:30 p.m. - 11:00 p.m. – 186 Day School Year

5.2 The cleaning shall be accomplished between 2:30 P.M. and 11:00 P.M. The Contractor shall be responsible for determining the size of the work force necessary to perform the required cleaning services for the 186-day school year schedule. All work performed by the contractor must be complete by 11:00 P.M. daily. All contractor employees and representatives must leave the school buildings by 11:00 P.M. Any exceptions to this condition may only be made by prior mutual agreement, on a case by case basis, between the Director of Facility Services and the contractor.

5.3 The contractor shall provide sufficient workers from 3:00 P.M. – 6:00 P.M. at Chelmsford High School to properly clean and prepare areas to be used that evening. These areas shall include, but not be limited to, certain corridors, classrooms, bathroom facilities, and meeting areas. The gymnasium shall be cleaned at each school after 10:00 P.M. daily.

5.4 Proposers are required to include on the attached Price Proposal Sheet, the estimated average labor hours per day per building that is being proposed. The Chelmsford School Committee reserves the right to reject any proposals that in its sole

discretion reflects an inordinately high or low number of average daily labor hours per building.

6.0 Supervision and Personnel

6.1 The Contractor acknowledges and agrees that it is responsible as an independent contractor for all services provided under the contract and for all the acts of its employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, or resulting from, the performance of the services to be performed under the contract, to the extent that any such claim, damage, loss, or expense: (1) is attributable to the destruction of tangible property, including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent or willful act or omission of the Contractor, any of the Contractor's employees or agents, or anyone for whose acts the Contractor may be liable, except to the extent any such claim, damage or loss of expense is caused in part by a party indemnifiable hereunder.

6.2 At the beginning of each shift, the Contractor's staff must check in with a CPS staff person for special instructions. The Contractor must specify a "Building Supervisor" to serve as a liaison between CPS personnel and the Contractor. The Contractor's Building Supervisor must be on site during the entire shift to ensure the scheduled cleaning of the building including attendance, work assignments, work logs, supply distribution, security and notification of irregularities (i.e. unlocked doors, clogged drains, broken fixtures, equipment and lights out of order). The Contractor's Building Supervisor shall make a detailed inspection of the premises upon completion of each building shift, and leave a "daily checklist" with the CPS staff person to serve as written certification that the work was completed. The "daily checklist" form shall be approved by the CPS Director of Facility Services and include, at a minimum, discrepancies from routine work (with explanations), property not in serviceable or operating condition, blown lamps, vandalism and supplies needed.

6.3 The Contractor shall have available a sufficient number of personnel, properly trained in contracted cleaning, for regularly scheduled work, absences, school vacation, summer cleaning, and emergencies.

6.4 The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, age, ancestry, or any other basis prohibited by federal or state law in connection with the performance of the services under the contract. The Contractor further agrees that it will be in compliance with Federal I-9 regulations as well as any other laws, local by-laws, and rules and regulations of the Massachusetts Department of Labor and all other Federal and State regulatory bodies having jurisdiction.

6.5 All employees shall be neat in appearance and shall be required to wear standard uniforms and photo I.D. badges furnished by the Contractor.

6.6 All employees shall undergo CORI checks prior to employment (releases provided by CPS). It will be the Contractor's responsibility to have any new employee fill out a release form and submit it to the CPS Human Resources Office for processing.

6.7 Each of the Contractor's Building Supervisors shall have cell phones or two-way radios furnished by the Contractor. The cell phone numbers shall be updated as necessary and provided by the Contractor to the CPS. If a two-way radio is used for communication purposes, the Contractor shall provide the CPS with an operable two-way radio.

6.8 The Contractor must maintain and make available to the District, upon request, employee profiles including names, social security numbers, health and accident records, and criminal records. The District reserves the right to demand a change of personnel at any time and to exclude the Contractor's personnel from service performed under any contract at any time.

6.9 The use of alcohol or tobacco products is prohibited by law on school property. iPods and other personal portable listening devices are not permitted during work hours by the CPS.

6.10 Contractor employees shall not disturb papers on desks, open drawers or cabinets, use telephones, or tamper with personal or public property.

6.11 All lights shall be turned off before leaving an area that has been cleaned and the Contractor's personnel must also close and lock doors. When cleaning more than one room in a row of rooms, corridor doors should be locked before moving to next room.

6.12 Weekly inspections shall take place with the Contractor and the Director of Facility Services or his/her designee.

6.13 Staffing Audits: The CPS reserves the right to audit filled v. unfilled positions. In the event that specified performance standards are not being met, invoice adjustments will reflect variance in staffing in favor of CPS. The Contractor shall provide with the monthly service invoice submitted, copies of the timesheets submitted to the Contractor of all staff employed under the contract that specify at a minimum, the name of the individual employed, the dates and hours worked, whether regular and overtime was earned, and the rates of pay rendered.

7.0 Equipment and Supplies

7.1 All equipment, hand tools and accessories necessary to perform the cleaning services shall be the responsibility of the Contractor. Items include wet and dry vacuums, walk-behind large auto-floor scrubbers, floor buffering/burnisher (non propane) machines, pressure washers, walk-behind vacuums, back-pack vacuums, Kaivac or equivalent equipment, shampooers, mops, brooms, ladders, extension cords, putty knives, etc. Please see Appendix F for a list of minimum equipment required to perform custodial cleaning services under the contract. All equipment must be properly maintained and/or replaced as needed. Loaner machines must be provided when equipment has failed and is out of service for repair. Contractor must provide and utilize Kaivac No-Touch Restroom Cleaning Systems or equivalent throughout the District. The Contractor's property shall be properly inscribed. Locked storage areas will be provided in the building for the

storage of the Contractor's equipment. **Equipment must be of high-quality commercial grade cleaning equipment and meet the approval of the Director of Facility Services.**

7.2 Table 1 designates the responsibilities for providing supplies under the contract. The District will provide the supplies listed in Table 1 under the heading "Chelmsford Public Schools Responsibilities." The Contractor shall provide the supplies listed in Table 3 under the heading "Contractor's Responsibilities." Any additional supplies needed for the performance of the work required under the contract that are not listed in Table 1 shall be provided by the Contractor at no additional cost to the District. Supplies provided by the Contractor shall be of high quality and approved for use by the Director of Facility Services. The District may request supplies for testing. If products tested are not of the quality or compatibility required, the Contractor is responsible for finding alternative products that meet the District's approval. **No acid cleaners shall be used. The Contractor will use "green cleaning products" as much as possible.**

TABLE 1

SUPPLIES

Chelmsford Public Schools Responsibilities

Cleaning agents and soaps	Waste receptacles	Flags
Toilet paper	Paper towels	Plastic liners
Floor care products	Disinfectant	Graffiti remover
Lamp and light bulbs	Air filters	Sanitary napkins

Contractor's Responsibilities

Sponge and gloves	Mops, brushes and brooms
Wax applicators	Dust pans
Water hoses	Squeeze and spray bottles
Scraper and blades	Dust masks
Buckets and pails	Floor Machine Pads
Custodial carts	Wiping Rags

7.3 The Contractor is required to provide the Director of Facility Services with Material Safety Data Sheets for products supplied by the Contractor.

7.4 Any additional material, equipment, or labor needed to meet the requirements of these specifications, even if not specifically mentioned herein, shall be supplied by the Contractor as part of any contract.

8.0 Security and Safety

8.1 The Contractor shall be responsible for all costs incurred in the event that the Contractor fails to follow the required security procedures as specified herein and as may

be further specified in writing prior to the execution of the contract, including losses incurred as a result of theft and vandalism, changing locks and keys, etc.

8.1.1 Key and building access control is a critical component of overall security at CPS. The Contractor is required to take any and all steps necessary to safeguard building access components, listed as, but not limited to keys, swipe cards and combinations. Keys and/or swipe cards must be attached to employees at all times while working on CPS property.

8.1.2 The Contractor will be furnished with keys and/or swipe cards to the buildings and areas to be cleaned. The Contractor shall not allow any keys to leave the campus. **A detailed plan for key control must be included in the proposal.**

8.1.3 The Contractor shall promptly report to the Director of Facility Services any lost or stolen keys. Any lost or stolen keys not located at the end of the working day will result in the Contractor paying for the cost of repinning and re-keying of the locks affected by the lost or stolen key. The CPS reserves the right to assess such charges against current invoicing documents.

8.1.4 The Contractor will not loan keys. Doors unlocked by the Contractor will be locked immediately after cleaning has been performed. Final payment will not be made upon termination of the contract until all keys have been returned or locks replaced. The CPS reserves the right to audit the Contractor's key control at any time.

8.2 The Contractor's Building Supervisor shall be solely responsible for security any keys. The Contractor's employees shall enter and leave by an assigned doorway and shall log in and log out at the time of each and every entry and exit from the building. Keys must be secured in a location designated by the Director of Facility Services. Under no conditions shall keys leave the buildings or be duplicated by the Contractor or his employees.

8.3 When leaving after the evening shift, company staff members are responsible for ensuring all outside doors and windows are secure. The Building must be secured, and the alarms must be set. If damage is done to the building because the doors and/or windows were not locked or the alarm was not set as required, the cleaning company will be billed for any and all costs or losses plus a \$ 500 fee. These costs will include, but not be limited to, over time for staff to check on the alarm codes, fire and police service calls, and other costs as may arise.

8.4 A Chelmsford Public Schools staff person is responsible for officially unlocking all exterior doors at the beginning of each day. The Contractor is responsible for officially locking all exterior doors at the end of each day. At the end of each cleaning shift, the Contractor's Building Supervisor shall check that all exterior doors are closed.

8.5 The Contractor's Building Supervisor is responsible at the end of each day to make sure all windows and interior doors are locked, shades, blinds, and drapes are drawn, and lights are off.

8.6 The Contractor's Building Supervisor shall be trained in fire safety procedures and first aid. Evidence of successful completion of first aid training must be provided. The Contractor's Building Supervisor shall serve as a liaison between the Contractor, CPS and emergency personnel (police, fire, ambulance) during normal cleaning hours when an emergency shall arise at the school building and first responders require access to the and assistance addressing the emergency situation.

8.7 Each person assigned to work in the Chelmsford Public Schools must be able to read, write and understand the English language as well as possess the ability to communicate with others in English. If any employee does not demonstrate these abilities, the Chelmsford Public School system will ask for immediate replacement of these individuals.

8.7.1 The purpose for this requirement is to ensure that the employees are able to give and receive instructions to and from school personnel as well as one another and also to ensure that the employee is able to read labels correctly as such employees may be working with hazardous materials. The ability to communicate with the principal, staff, teachers, students and community is crucial to the successful functioning of the Chelmsford Public Schools.

8.7.2 The Chelmsford Public Schools does not discriminate on the basis of race, color, sex, religion, national origin, sexual orientation, age or disability in admission to, access to, employment in, or treatment in its programs or activities; nor does it discriminate upon any other basis recognized as prohibited in federal or state law.

8.8 The Contractor must have the ability to be reached by telephone 24 hours each day, 365 days per year. The successful proposer must maintain an answering service manned by an operator who can immediately dispatch a custodian to a location to perform required tasks in an emergency or as needed basis.

8.9 The contractor shall furnish all employees with uniforms approved by the CPS. All employees of the Contractor will wear identification, which will include the employee's name, photo, and the name of the contractor's company. Uniforms shall be kept clean, and in good repair. All contractor employees shall present a neat, clean and orderly appearance at all times.

8.10 The Contractor will provide adequate oversight of all staff assigned on all shifts or monitor employee's activities. Employees are to take rest and meal breaks in authorized locations approved by the CPS. The contractor will ensure that student and staff property, in the form of computers, radios, televisions, audio and video equipment and such devices, are not used or misused by contract personnel.

8.11 The Contractor will have an employee training program. This program shall include the specific actions the Contractor will take to train employees in:

- General safety work habits
- "Green Practices"
- Safe use of cleaning materials
- Safe use of cleaning equipment

- Safe use of equipment signs, barriers, or other devices to protect the building occupants and/or equipment
- Personal protective equipment
- Blood borne pathogens
- Review of APPA 2 standards

A detailed status report on staff development and training will be provided to the CPS Director of Facility Services on a quarterly basis.

9.0 Payment for Services

9.1 The District shall pay the Contractor within 30 calendar days of receipt of an invoice indicating the number of days for which services were rendered in the preceding month. The Contractor shall be required to document the days on which work was performed by the submission of daily checklists, logs and employee timesheets. The checklists and logs shall be in a form acceptable to the Director of Facility Services or his/her designee. Payment shall be calculated by multiplying the Contractor's daily rate as indicated on the Price Proposal Sheet, by the number of days for which services were rendered, less any amounts deducted pursuant to paragraph 9.2 of this section for work not completed or work not performed as required by these specifications, as determined by the Director of Facility Services or his/her designee.

9.2 The District reserves the right to adjust the invoice to reflect the actual number of days worked and hours supplied, or offset the cost to have the work done by other means. In the event that the Director of Facility Services or his/her designee determines that required work has not been performed or has not been performed according to these specifications, the Contractor shall be notified of the deficiency and given an opportunity to immediately correct the same at no additional cost to CPS. If the work is not performed within 24 hours of said request to correct the deficiency, or such other amount of time as the parties agree to in writing, then CPS shall have the right to perform the work using its own personnel or contract for the work to be performed by another service vendor and deduct the cost of same from the Contractor's monthly invoice.

9.3 Alternative methods of payment may be made if acceptable to both parties (i.e. even monthly payments with adjustments).

10.0 Insurance and Indemnification

10.1 The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance

as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.

b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.

c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.

d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.

10.2 The District shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.

10.3 All certificates and policies shall contain the following provision:

"Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) calendar days prior written notice thereof to the named certificate holder and to the District, before such cancellation or amendment shall take place."

10.4 Certificates evidencing such insurance in five (5) copies shall be furnished to the District at the execution of the contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to the contract and shall state that such insurance is as required by the contract. The Contractor shall make no claims against the District or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.

10.5. The Contractor shall also be required to provide to the District with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the District is named as an additional insured on each such policy.

10.6. No insurance shall be obtained from an insurer which:

- (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
- (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.

10.7 The Successful Proposer shall assume the indemnification responsibilities described in the Contract which is a part of this RFP and is incorporated herein by reference.

11.0 Termination

- a. If the Contractor shall breach any provision of the Contract, which breach is not cured within twenty-one (21) calendar days of written notice thereof from the District to the Contractor, the District shall have the right to terminate the Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) calendar days thereafter, in any event the District may terminate the Contract upon written notice to the Contractor.
- c. The award of the Contract and the continued operation of the Contract are contingent upon appropriation of sufficient money to fund the Contract. Should sufficient funding not be appropriated therefor, the District shall no longer be under any obligation to tender performance, including payment, under the terms of the Contract. In that event, the District may terminate the Contract upon written notice to the Contractor.
- d. The District may terminate the Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The District may also terminate the Contract for convenience upon thirty (30) calendar days' written notice to the Contractor.

In the event of termination, the Contractor shall be entitled to be paid for services rendered in accordance with the Contract prior to termination.

In the event that the Contract is terminated pursuant to Section a. or b. above, the District may make any reasonable purchase or contract to purchase services in substitution for performance due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the District due to non-performance or non-conformance of services, together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

12.0 Assignment

12.1 The Contractor shall not assign, sublet or otherwise transfer the contract, in whole or in part, without the prior written consent of the District, and shall not assign any of the moneys payable under the contract, except by and with the written consent of the District. The contract shall be binding on the heirs, personal representatives, successors, and assignees of the Contractor.

13.0 Governing Law

13.1 The Contractor shall comply with all Ordinances of the Town of Chelmsford, General Laws and Regulations of the Commonwealth of Massachusetts, Federal Laws and Regulations, including Federal I-9 regulations, and Interstate Commerce Commission Rules and Regulations, and all regulations authorized by law, applicable to the provisions of such contract. Any disputes that arise under the contract shall be determined in accordance with Massachusetts General Laws, without respect to choice of law principles.

14.0 Severability

14.1 If any term or condition of any contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of the contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

15.0 Instructions for Submitting Proposals

Sealed Proposals, plainly marked, "Contracted Cleaning Services" shall be submitted to the Chelmsford Public Schools, Administrative Offices, 230 North Road, Chelmsford, MA 01824 attention: Business Office on or before **11:00 A.M. local time on Tuesday March 12, 2019**. No late, faxed, or conditional proposals shall be accepted.

Sealed "PRICE" and "NON-PRICE" Proposals shall be submitted separately. **Each Proposal shall be clearly identified.**

**PRICE PROPOSAL – Use Price Proposal Sheet Provided by the School District-
Please submit one (1) copy of the price proposal**

15.1 The dollar figure for the cleaning of each building is to be the total of: the man hours per day for the 186-day school calendar, the fixed fee amount for three (3) vacation periods and summer (such amount should include the costs for providing all required supplies and equipment and any related expenses). The figure for the total man hours per day is required in determining a base for the contract.

15.2 Proposers are hereby notified that the hourly prices submitted for additional or emergency rates **shall not** be used in evaluating proposals.

NON-PRICE PROPOSAL -Please submit five (5) copies of the Non-Price Proposal

15.3 Proposers must submit a company resume including history, organization, headquarters, field offices, size, work force, management structure, employee system, benefits, training programs and union information.

15.3.1 Proposers must list the names, addresses, telephone numbers and contact names of at least three (3) clients on the attached form.

16.0 Award Criteria

16.1 Unless all proposals are rejected, award shall be made by the Chelmsford School Committee within a specified time, to the proposer, conforming to the Request for Proposals that will be most advantageous and provide the best value to the CPS. The selection committee charged with the proposal review will review and respond accordingly to the minimum considerations outlined in the submittal section.

16.2 All proposers must be able to meet all requirements of the contract and mobilize their equipment and staff to begin work on July 1, 2019.

16.3 All proposers must utilize the provided Price Proposal Sheet as modifications may pose risk of information being misrepresented. The proposer may use additional text to supplement the content of the required fields of information requested.

16.4 The Chelmsford School Committee desires to review and award contracts by school location to potentially provide for multiple Contractors to perform custodial cleaning services in the CPS, if in the sole opinion of the Chelmsford School Committee, the total cost for awarding multiple contracts to multiple Contractors is financially responsible.

16.5 Rule for Award: The lowest cost proposal for each location will not necessarily be the bid to receive the award. The district reserves the right to combine bids for the most advantageous outcome for the Chelmsford Public Schools. It is expected that the contracts will be awarded to at least two separate vendors.

Evaluation of Proposals

Minimum Evaluation Criteria

Each proposal shall first be reviewed to determine whether or not the following minimum criteria have been met:

1. Completed and signed proposal signature form
2. Completed reference list form

3. Completed and signed Certificate of Non-Collusion, Tax Compliance form, and Certificate of Authority (if the contractor is a corporation)
4. Complete equipment list, including condition of equipment
5. Detailed plan of cleaning for all areas specified that includes the number of man hours provided with required efficiency rate, on-site supervision, and verification of work hours
6. Employee training program
7. Resume of company

Comparative Evaluation Criteria

Each proposal that has met the Minimum Evaluation Criteria shall be rated according to the following Comparative Evaluation Criteria:

Experience of the Contractor:

***Highly Advantageous** – The Contractor has superior and proven experience in the cleaning of public or private schools at the secondary, university or college level and is able to furnish references of the schools that they are presently cleaning, or have cleaned within the last five years.*

***Advantageous** – Does not meet the criteria for “highly advantageous”; however, the Contractor has engaged in the field of professional cleaning services for five years or a minimum of two years’ experience and a demonstrated ability to perform the contracted cleaning services required by these specifications (Demonstrated ability shall be established by current or recent references of professional cleaning jobs similar in size and scope of the work to be performed pursuant to the contract).*

***Not Advantageous** – The Contractor does not have adequate experience in the cleaning of public schools or equivalent and is unable to furnish references.*

On Site Supervision:

***Highly Advantageous** – The Contractor shall provide working supervision and on-the-job training during all working hours to assure superior performance of all work. The supervisor will make sufficient daily routine inspections to ensure that all work is performed as required by these specifications. The Contractor’s working supervisor and staff must be literate in the English language because of the necessity to read such things as job instructions, reports, chemical labels, etc. In addition, the working supervisors must have the ability to communicate with all school personnel.*

***Advantageous** – Does not meet the criteria for highly advantageous; however, the Contractor shall provide weekly supervision of employees. The supervisor will make weekly routine inspections to ensure that work is being performed in accordance with these specifications.*

***Not Advantageous** – The Contractor will provide some supervision of employees. The supervisor will make monthly routine inspections to ensure that work is being performed as required by these specifications.*

Availability of Staff:

***Highly advantageous** – The Contractor will have staff available twenty-four hours per day, seven days per week to respond to emergency situations such as flood control or restorative cleaning. All staff will be accessible via cell phone or pager and the Contractor will provide a complete cell phone or pager list to the Director of Facility Services. The Contractor will have a minimum of twenty available personnel, and will utilize fill-in staff in the event of an employee absence.*

***Advantageous** – Does not meet the criteria for “highly advantageous”; however, Contractor will have staff available twenty-four hours per day, seven days per week to respond to emergency situations such as flood control or restorative cleaning. The supervisor will be accessible via cell phone or pager and the Contractor will provide this number to the Director of Facility Services. The Contractor will have up to twenty available personnel and will utilize fill-in staff in the event of any employee absence.*

***Not Advantageous** – The contractor does not have staff available twenty-four hours per day, seven days per week, to respond to emergency situations such as flood control or restorative cleaning. Only the owner or his/her representative is available via cell phone or pager. The Contractor is unable to provide fill-in staff in the event of employee absence.*

Verification of Hours Worked:

***Highly Advantageous** – The Contractor shall submit to the Director of Facility Services weekly, signed timesheets verifying all employee hours worked.*

***Advantageous** – Does not meet the criteria for “highly advantageous”; however, hours worked are summarized in the monthly statement.*

***Not Advantageous** – There is no written record of employee hours worked.*

Equipment:

***Highly Advantageous** – The Contractor shall furnish all supplies and new equipment outlined in this specification subject to the approval of the Director of Facility Services. A complete list of new equipment should be included in the “Non-Price Proposal.”*

Advantageous: - Does not meet the criteria for "highly advantageous"; however, the Contractor shall furnish all supplies and equipment outlined in this specification in good operating condition subject to the approval of the Director of Facility Services. A complete list of equipment and the equipment's condition should be included in the "Non-Price Proposal."

Not Advantageous – The Contractor is unable to furnish supplies and equipment included in this specification.

Price Proposal Sheet - Year 1

Chelmsford Public Schools	Byam	Center	Harrington	South Row	McCarthy
School Year Cleaning - Per Day Cost:	\$ -	\$ -	\$ -	\$ -	\$ -
X 186 Days:	\$ -	\$ -	\$ -	\$ -	\$ -
Total Man-Hours Per Day:	-	-	-	-	-
Hourly Rate in Accordance with Section 2.1:	\$ -	\$ -	\$ -	\$ -	\$ -
Vacation Period Cleaning:					
December	\$ -	\$ -	\$ -	\$ -	\$ -
February	\$ -	\$ -	\$ -	\$ -	\$ -
April	\$ -	\$ -	\$ -	\$ -	\$ -
Total Man-Hours Per Day:	-	-	-	-	-
Summer Period Cleaning:					
	\$ -	\$ -	\$ -	\$ -	\$ -
Total Man-Hours Per Day:	-	-	-	-	-
TOTAL YEAR ONE CONTRACT:	\$ -	\$ -	\$ -	\$ -	\$ -

Chelmsford Public Schools	Parker	High School	Community Education	Administration Building
School Year Cleaning - Per Day Cost:	\$ -	\$ -	\$ -	\$ -
X 186 Days:	\$ -	\$ -	\$ -	\$ -
Total Man-Hours Per Day:	-	-	-	-
Hourly Rate in Accordance with Section 2.1:	\$ -	\$ -	\$ -	\$ -
Vacation Period Cleaning:				
December	\$ -	\$ -	\$ -	\$ -
February	\$ -	\$ -	\$ -	\$ -
April	\$ -	\$ -	\$ -	\$ -
Total Man-Hours Per Day:	-	-	-	-
Summer Period Cleaning:				
	\$ -	\$ -	\$ -	\$ -
Total Man-Hours Per Day:	-	-	-	-
TOTAL YEAR ONE CONTRACT:	\$ -	\$ -	\$ -	\$ -

*Admin Building to be cleaned daily in the summer

Price Proposal Sheet - Year 2

Chelmsford Public Schools	Byam	Center	Harrington	South Row	McCarthy
School Year Cleaning - Per Day Cost:	\$ -	\$ -	\$ -	\$ -	\$ -
X 186 Days:	\$ -	\$ -	\$ -	\$ -	\$ -
Total Man-Hours Per Day:	-	-	-	-	-
Hourly Rate in Accordance with Section 2.1:	\$ -	\$ -	\$ -	\$ -	\$ -
Vacation Period Cleaning:					
December	\$ -	\$ -	\$ -	\$ -	\$ -
February	\$ -	\$ -	\$ -	\$ -	\$ -
April	\$ -	\$ -	\$ -	\$ -	\$ -
Total Man-Hours Per Day:	-	-	-	-	-
Summer Period Cleaning:	\$ -	\$ -	\$ -	\$ -	\$ -
Total Man-Hours Per Day:	-	-	-	-	-
TOTAL YEAR TWO CONTRACT:	\$ -	\$ -	\$ -	\$ -	\$ -

Chelmsford Public Schools	Parker	High School	Community Education	Administration Building
School Year Cleaning - Per Day Cost:	\$ -	\$ -	\$ -	\$ -
X 186 Days:	\$ -	\$ -	\$ -	\$ -
Total Man-Hours Per Day:	-	-	-	-
Hourly Rate in Accordance with Section 2.1:	\$ -	\$ -	\$ -	\$ -
Vacation Period Cleaning:				
December	\$ -	\$ -	\$ -	\$ -
February	\$ -	\$ -	\$ -	\$ -
April	\$ -	\$ -	\$ -	\$ -
Total Man-Hours Per Day:	-	-	-	-
Summer Period Cleaning:	\$ -	\$ -	\$ -	\$ -
Total Man-Hours Per Day:	-	-	-	-
TOTAL YEAR TWO CONTRACT:	\$ -	\$ -	\$ -	\$ -

*Admin Building to be cleaned daily in the summer

Price Proposal Sheet - Year 3

Chelmsford Public Schools	Byam	Center	Harrington	South Row	McCarthy
School Year Cleaning - Per Day Cost:	\$ -	\$ -	\$ -	\$ -	\$ -
X 186 Days:	\$ -	\$ -	\$ -	\$ -	\$ -
Total Man-Hours Per Day:	-	-	-	-	-
Hourly Rate in Accordance with Section 2.1:	\$ -	\$ -	\$ -	\$ -	\$ -
Vacation Period Cleaning:					
December	\$ -	\$ -	\$ -	\$ -	\$ -
February	\$ -	\$ -	\$ -	\$ -	\$ -
April	\$ -	\$ -	\$ -	\$ -	\$ -
Total Man-Hours Per Day:	-	-	-	-	-
Summer Period Cleaning:	\$ -	\$ -	\$ -	\$ -	\$ -
Total Man-Hours Per Day:	-	-	-	-	-
TOTAL YEAR THREE CONTRACT:	\$ -	\$ -	\$ -	\$ -	\$ -

Chelmsford Public Schools	Parker	High School	Community Education	Administration Building
School Year Cleaning - Per Day Cost:	\$ -	\$ -	\$ -	\$ -
X 186 Days:	\$ -	\$ -	\$ -	\$ -
Total Man-Hours Per Day:	-	-	-	-
Hourly Rate in Accordance with Section 2.1:	\$ -	\$ -	\$ -	\$ -
Vacation Period Cleaning:				
December	\$ -	\$ -	\$ -	\$ -
February	\$ -	\$ -	\$ -	\$ -
April	\$ -	\$ -	\$ -	\$ -
Total Man-Hours Per Day:	-	-	-	-
Summer Period Cleaning:	\$ -	\$ -	\$ -	\$ -
Total Man-Hours Per Day:	-	-	-	-
TOTAL YEAR THREE CONTRACT:	\$ -	\$ -	\$ -	\$ -

*Admin Building to be cleaned daily in the summer

Chelmsford Public School District

CONTRACTED CLEANING SERVICES

NON-PRICE PROPOSAL INFORMATION

Proposers shall submit a company resume including history, organization, headquarters, field offices, size, work force, management structure, employee system, benefits, training programs and union information.

The Proposer shall list the names, addresses, telephone numbers and contact names of at least three (3) clients on the attached form.

PROPOSER NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

TITLE: _____

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Name of Proposer

Address of Proposer

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Proposer named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Name of Proposer

Address of Proposer

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

CONFLICT OF INTEREST CERTIFICATION

The Proposer hereby certifies that:

1. The Proposer has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this RFP.
2. No consultant to, or subcontractor for, the Proposer has given, offered, or agreed to give any gift, contribution, or offer of employment to the Proposer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Proposer.
3. No person, corporation, or other entity, other than a bona fide full-time employee of the Proposer has been retained or hired to solicit for or in any way assist the Proposer in obtaining a Contract pursuant to this RFP upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Proposer.
4. The Proposer understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Proposer and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Proposals.
5. The Proposer understands that the Proposer and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Name of Proposer

Address of Proposer

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

CERTIFICATE OF CORPORATE PROPOSER

I, _____, certify that I am the Clerk of the Corporation named as Proposer in the attached Proposal Form; that _____, who signed said Proposal on behalf of the Proposer was then _____ of said Corporation and was duly authorized to sign said Proposal Form; and that I know his/her signature thereto is genuine.

(Corporate Seal)

Name of Proposer

Address of Proposer

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

This Certificate shall be completed where Proposer is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this certificate shall be completed by another officer of the Corporation.

CERTIFICATE OF COMPLIANCE WITH M.G.L. c. 151B

The Proposer hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein. The Proposer also hereby certifies that it shall comply with any and all applicable Supplier Diversity Office (SDO) thresholds that have been established in conjunction with this Request for Proposals.

Name of Proposer

Address of Proposer

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

CERTIFICATE OF NON-DEBARMENT

The Proposer hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Proposer shall inform the District within one (1) business day of such debarment, suspension, or prohibition from practice.

Name of Proposer

Address of Proposer

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

REFERENCE LIST FORM

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

CONTACTS: _____

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

CONTACTS: _____

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

CONTACTS: _____

ANNUAL SCHEDULE

As a point of clarification, the regular cleaning schedule is for 186 days (180 student days and up to 6 additional days around the opening of school, teacher professional days, snow days and at the end of the school year as directed by the Director of Facility Services). The daily, weekly, and monthly schedule will be followed on these days.

SUMMER & 3 VACATION PERIODS (December/February/April)

Annual Summer Cleaning is to be completed on or before August 18th of each calendar year. Chelmsford Public Schools reserves the right to modify this request should the need arise, or if by mutual agreement, the date is changed, all contractual requirements will need to be completed prior to the opening of school. During the Summer, work hours can be adjusted to start/end between 7 A.M. to 11 P.M. with prior approval of the Director of Facility Services. All schools are open during vacation and summer until 11:00 P.M. Summer programs will require daily service and the Contractor will be notified in June as to which locations.

Each school building must be completed and ready for student occupancy by the identified date of August 18th. In the event this requirement is not met the vendor will be fined \$500 per day at each location not in compliance with this specification. It is further understood that the above amount will be deducted from that month's invoice. Chelmsford Public Schools will require a walk-through inspection at each location at that time. Appropriate representatives of the Contractor and CPS administrators will participate in this activity. In the event that any problems are identified the vendor will be granted three (3) working days to resolve such issues.

During these periods, a more intensive cleaning needs to take place. The following are the highlights of what needs to be accomplished during these times (please note that this is not limited to this list, but is provided as a guideline to understand what is expected to be done during these periods).

Windows: Interior windows cleaned during each February and August (2 times).
Skylights in the lightwells will be cleaned during April and August (2 times).
Note: Interior glass such as glass in doors and glass panels should be cleaned in accordance with the specifications on a weekly basis.

Carpets: Office carpets spot cleaned during three vacation periods.
Complete/thorough cleaning of carpets in public spaces & classrooms during each of these periods (3 times).
A complete/thorough cleaning of all carpets during summer vacation.

Floors: During the summer, ALL floors need to be completely stripped and waxed with a minimum of four (4) coats of floor finish in rooms and a minimum of five (5) coats on main aisles.
During three vacation periods, all main aisles need to be scrubbed with a floor machine and neutral cleaning agent and then have two coats of wax applied.
During each vacation break, the contractor will also scrub and refinish approximately one third of the rooms in each building as directed by the Director of Facilities Services.

Monthly Schedule:

Some Monthly scheduled cleaning will take place during these times.
(Please refer to cleaning schedule.)

APPENDIX A

Draft Contract for Services

Terms and Conditions

**CHELMSFORD PUBLIC SCHOOLS
CONTRACT FOR CLEANING SERVICES**

This Contract is made this _____ day of _____, 2019, by and between the Chelmsford Public Schools, 230 North Road, Chelmsford, MA 01824, acting by the Chelmsford School Committee (hereinafter the "District"), and _____, a _____ organized under the laws of _____, with a principal office located at _____, and a Massachusetts office located at _____ (hereinafter the "Contractor").

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the District and the Contractor for the services specified herein, are hereby terminated and shall be of no force and effect.

1. Scope

In consideration of the obligations herein contained, the Contractor shall provide cleaning services for the District as stated in the Request for Proposals ("RFP"), issued by the District, which is incorporated herein by reference.

2. Standard of Care

The Contractor shall exercise due care and diligence in the rendering of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor's services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. Term

The initial term of this Contract shall be for one (1) year, commencing on July 1, 2019, and ending on June 30, 2020. This Contract may be extended, at the sole discretion of the District, for up to two (2) one (1)-year renewal terms, the first commencing on July 1, 2020, and ending on June 30, 2021, and the second commencing on July 1, 2021, and ending on June 30, 2022.

4. Incorporation of the Request for Proposals/Order of Priority of Contract Documents

The provisions of the RFP and the Contractor's Proposal are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority: Amendments to Contract (if any)

**CHELMSFORD PUBLIC SCHOOLS
CONTRACT FOR CLEANING SERVICES**

Second Priority:	Contract
Third Priority:	Addenda to the RFP (if any)
Fourth Priority:	RFP
Fifth Priority:	Contractor's Proposal.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the District shall pay the Contractor the prices set forth in the Contractor's Proposal, a copy of which is attached hereto and incorporated by reference.

This Contract is a fixed price/fixed rate contract and therefore miscellaneous expenditures associated with the Contractor's work shall not be paid by the District. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the District's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the District.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the District as an invoice and shall specify all services rendered.

Payment will be due thirty (30) calendar days after receipt of the Contractor's invoice by the District for services rendered in accordance with this Contract. The District shall not make payments in advance.

If the District objects to all or part of any invoice, the District shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) calendar days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the District's RFP, the Contractor shall take such measures only with the District's prior written approval. Charges for such services, with no mark-up, shall be billed directly to the District unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the District and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the District to the Contractor shall be deemed to be a waiver of any right of the District under this Contract or a ratification by the District of any breach hereof by the Contractor.

**CHELMSFORD PUBLIC SCHOOLS
CONTRACT FOR CLEANING SERVICES**

6. Warranty

DELETED/NOT APPLICABLE.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and local law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

The Contractor shall provide and maintain throughout the term of this Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability

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CONTRACT FOR CLEANING SERVICES**

insurance, and employer's liability under workers' compensation insurance.

- e. The District shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance (Umbrella Form), and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) calendar days prior written notice thereof to the named certificate holder and to the District before such cancellation or amendment shall take place.”
- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the District at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the District or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
- h. The Contractor shall also be required to provide to the District with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the District is named as an additional insured on each such policy.
- i. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

**CHELMSFORD PUBLIC SCHOOLS
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9. Indemnification

The Contractor shall compensate the District for all damage to District property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the District and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or local statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the District and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the District, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or local statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it is familiar with all conditions of the RFP and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

In full compliance with the terms of the RFP, the Contractor shall provide a Performance Bond, which is in the amount of one hundred percent (100%) of the Contract Price, to the District.

**CHELMSFORD PUBLIC SCHOOLS
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13. Payment Bond

NOT APPLICABLE.

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the District and not as an employee of the District. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the District, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

15. Use of Alcohol and Controlled Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on District property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the District shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the District.

17. CORI/CHRI/SAFIS Screening of Contractor's Employees

Pursuant to M.G.L. c. 71, §38R and 42 U.S.C. § 16962, each employee of the Contractor who performs services under this Contract shall be subject to Criminal Offender Record Information (CORI) and Criminal History Record Information (CHRI) screening. As part of such comprehensive criminal background screening,

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each such employee shall be subject to Statewide Applicant Fingerprint Identification Services (SAFIS) screening, as well as to any and all other federal and state statutes, rules, and regulations regarding fingerprinting. No employee of the Contractor shall perform services under this Contract unless he/she has successfully passed all such applicable screening.

18. *Delays/Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of performance.

19. *Termination*

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) calendar days of written notice thereof from the District to the Contractor, the District shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) calendar days thereafter, in any event the District may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation of sufficient money to fund this Contract. Should sufficient funding not be appropriated therefor, the District shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event, the District may terminate this Contract upon written notice to the Contractor.

**CHELMSFORD PUBLIC SCHOOLS
CONTRACT FOR CLEANING SERVICES**

- d. The District may terminate this Contract upon written notice to the Contractor if a source of money to fund this Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend this Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The District may also terminate this Contract for convenience upon thirty (30) calendar days' written notice to the Contractor.

In the event of termination, the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19 a. or 19 b. above, the District may make any reasonable purchase or contract to purchase services in substitution for performance due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the District due to non-performance or non-conformance of services, together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

- . Except as otherwise provided in this Contract all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

If to the District: Superintendent of Schools
Chelmsford Public Schools
230 North Road
Chelmsford, MA 01824

With copies to: Andrew J. Waugh, Esq.
Murphy, Hesse, Toomey & Lehan, LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

If to the Contractor:

**CHELMSFORD PUBLIC SCHOOLS
CONTRACT FOR CLEANING SERVICES**

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the District shall constitute a waiver of a right or duty afforded to the District under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the District shall be construed as a waiver or in any way limit the legal or equitable remedies available to the District. No waiver by the District of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing performance under this Contract, report the same to the District in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the District as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the District has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the District vis-à-vis the media or the public at-large without the District's express, written consent in advance.
- g. Prior to commencing performance under this Contract, the Contractor shall furnish the District, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Proposal was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word

**CHELMSFORD PUBLIC SCHOOLS
CONTRACT FOR CLEANING SERVICES**

"person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Proposal documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.

**CHELMSFORD PUBLIC SCHOOLS
CONTRACT FOR CLEANING SERVICES**

- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the District.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the District shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any prior agreement between the parties in connection with the transaction contemplated.
- r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- s. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- u. This Contract is executed in triplicate as a sealed instrument.

[The remainder of this page is left blank.]

**CHELMSFORD PUBLIC SCHOOLS
CONTRACT FOR CLEANING SERVICES**

The Chelmsford Public Schools

(Printed Name of Contractor)

By: The Chelmsford School Committee

By: _____

Dennis King, Chairman

Al Thomas, Vice Chairman

Printed Name

Donna Newcomb, Secretary

Printed Title

John Moses

Barbara Skaar

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

In accordance with the requirements of M.G.L. Chapter 44, Section 31, this is to certify that an appropriation in the amount of this Contract is available therefor.

Accounting Official

Dated: _____

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting _____ of

**CHELMSFORD PUBLIC SCHOOLS
CONTRACT FOR CLEANING SERVICES**

(Corporation Name)

(Title)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on ____ 20 __, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either

_____, _____;
(Name) (Title)

_____, _____; or
(Name) (Title)

_____, _____
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the ____ day of _____, 20__ and has not been changed or modified in any respect.

Signature

Printed Name

Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)

904576

APPENDIX B

Scope and Frequency of Required Building Cleaning Services

Duties to be Performed

Scope and Frequency of Required Building Cleaning Services Duties to be Performed

		Times Per	Times Per
		DAY	WEEK
1	Gather all waste and place for disposal	1	
2	Properly sort recyclable material and place in proper containers	1	
3	Sweep and spot mop all stair wells	1	
4	Sweep, dry mop, or vacuum all floor surfaces and spot mop	1	
5	Vacuum all carpeted areas, entrance mats, spot wash visible stains	1	
6	Dust all office furniture including desks. Spot clean	1	
7	Dust all other furniture within building. Spot clean		1
8	Dust all horizontal and vertical surfaces including lockers	1	
9	Dust high ledges, walls, shelves, pipes, vents, louvers, ceilings, dust webs, heating outlets, fire exit signs, and door frames		1
10	Spot clean all door and interior window glass	1	
11	Disinfect smudges from woodwork, walls, handles, doors switch plates, lockers, tile, intercom phones, kick and push plates	1	
12	Remove Graffiti as needed	1	
13	Spot clean trophy cases, door and partition glass	1	
14	Clean and sanitize rest room fixtures, wash basins, urinals, toilet bowls including underneath and plumbing pipes	1	
14A	Kaivac No Touch Cleaning locker room floors, showers, restroom facilities (excluding lockers)		1
15	Clean and refill all dispensers, hand towels, toilet paper, soap (materials supplied by CPS)	1	
16	Spot clean rest room walls, ceilings, partitions, louvers and vents	1	
17	Sweep, wash and disinfect* all rest room floors	1	
18	Clean rest room mirrors, doors, powder shelves, etc.	1	
19	Dust counters, filing cabinets, and spot clean telephones		1
20	Sweep, wash and disinfect kitchen floors, all locker rooms, shower rooms, and art and pottery rooms	1	
21	Burnish all corridors, cafes, & faculty room		Weekly/off week
22	Wet mop corridors, faculty dining rooms, elevator, storage areas, and spot wash spills and stains	1	
23	Empty pencil sharpeners	1	
23	Clean and disinfect drinking fountains - polish stainless steel	1	
24	Clean all chalk trays	1	
25	Wash all chalkboards or whiteboards in designated areas		1
26	Wash all cafeteria tables and remove graffiti	1	
27	Machine wash elementary and middle school gymnasium floors 2 times per week during the school year. Wash high school gymnasium floors daily during the school year.	1	1
28	Wash and disinfect all lavatory partitions and walls, shower stalls and locker and shower walls		1

29	Dust Mop treatment of auditorium stage area		1
30	Spray, buff student cafeteria floor, staff dining room, floor and main foyer floor as needed or requested by management		1
31	Wash and disinfect art classrooms and student cafeteria floors	1	
32	Dust and wash window sills on lower and upper floors		1
33	Wash floors in custodial closets		1
34	Pull out and clean and wash bleachers		3 Vacation Weeks
35	Wash and disinfect bathroom walls and fixtures		3 Vacation Weeks
36	Top scrub and apply 2 coats of floor finish to all resilient floors		3 Vacation Weeks
37	Pressure wash all cafeteria table and legs		April Vacation & Summer
38	Clean all walls and wash all tiled walls		Summer Vacation
39	Machine wash gymnasium floors once per week		Summer Vacation
40	Dust all lighting fixtures, including exposed light bulbs		Summer Vacation
41	Completely strip and re-coat all resilient flooring including storage areas with 4 coats of floor finish		Summer Vacation
42	Clean and sanitize all furniture		Summer Vacation
43	Shampoo all carpeted surfaces		Summer Vacation

APPENDIX C

Floor Finishing Requirements

Floor Stripping

Using a powerful product (stripper) and a rotary floor machine, or an autoscrubber with pads or brushes to remove all old layers of finish.

When do you strip the floor?

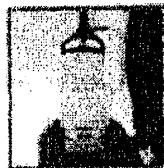
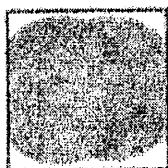
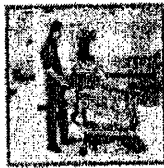
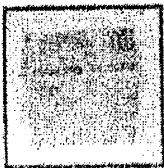
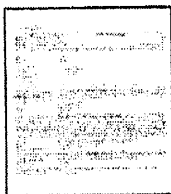
- When the finish is old or discolored.
- When the finish is completely worn away in high-traffic areas.
- When the finish is built up around the edges.
- When scrubbing and spray buffing cannot restore it.

Procedures:

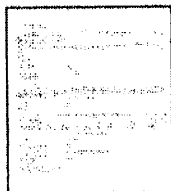
1. Assemble your equipment and supplies.

YOU WILL NEED

- Any appropriate PPE
- Wet Floor signs and other blockades
- 2 mops and buckets with wringers
- Rotary floor machine and wet vac
OR Autoscrubber with pad driver
- Green or blue stripping pads or
stripping brushes as recommended
by tile manufacturer
- Dust mop
- Floor scraper or putty knife
- Floor squeegee
- Edging tool
- Room divider dams or absorbent
material like Zorba®
- Wipers
- Floor stripper concentrate

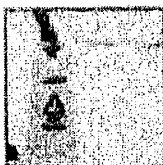


Floor Stripping



2. Put on appropriate Personal Protective Equipment, as stated on the product label and MSDS.

- Protect your eyes and skin from stripping solution.
- If strippers come in contact with skin or eyes, refer to the MSDS immediately and act appropriately.



3. Post Wet Floor signs and other blockades.

- Use several signs to indicate the floor area being stripped.
- Rope or tape off area.



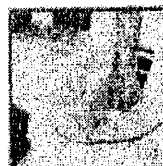
4. Remove freestanding objects. Vacuum and remove walk-off mats.

- Get help in lifting larger items.
- Set walk-off mats out of the way.



5. Dust mop the area.

- As you dust mop, note any potential problem areas that need additional attention later.
- Use a putty knife to remove gum or debris stuck to the floor.
- BE CAREFUL: Do not gouge the floor with the putty knife.



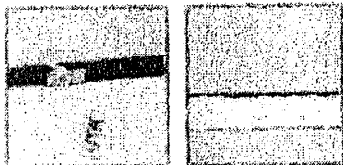
6. Prepare your stripping solution.

- Mix stripper according to label directions.
- Mix with cool water.

6a. If you are using an autoscrubber, fill with cool water.

- Do not add detergent. You will be using the autoscrubber to rinse.

Floor Stripping



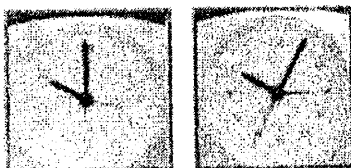
7. Apply foaming stripper to baseboards, if necessary. Prepare to control liquid flow.

- Allow to work according to label directions.
- Don't overspray on wallpaper.
- When done, rinse and wipe dry.
- Install door dams or absorbent material like Zorba[®] to keep stripper from flowing under doorways.



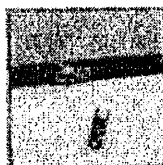
8. Liberally apply stripping solution to the floor.

- Dip the mop into the stripping solution.
- Do not wring dry — deliver plenty of stripper to the floor.
- Outline a 10 x 10 foot (3 x 3 m) or manageable working area.
- Apply stripper in an overlapping pattern.
- Get into corners and along edges.
- Don't let stripper flow under closed doors or onto nearby carpets.
- With problem floors — grouted tile or heavy buildup — you may need to work in smaller areas and use a stripping pad or brush.



9. Allow the stripping solution to work on the old finish for the recommended time, according to label directions, before scrubbing.

- BE CAREFUL: Do not let the stripper dry on the floor.
- Before the floor starts to dry, apply more solution.



10. Use your edging tool to loosen old finish close to the baseboards and in the corners, if necessary.

Floor Stripping



11. Scrub the floor with the rotary floor machine.

- Scrub after you've given the stripping solution time to work.
- Use an appropriate pad or brush.
- Scrub across the work area. Turn 90 degrees and scrub again. This will help you strip uneven floors.



11a. If you are using an autoscrubber:

- Mount blue or green stripping pads or brushes on your autoscrubber for new floors (or as recommended by tile manufacturer).
- Start scrubbing AFTER you've given the stripping solution time to work.
- Make a pass over the stripping solution with:
 - Pads or brushes DOWN and SCRUBBING.
 - Solution valve closed.
 - Squeegee UP.
 - Vacuum OFF.



12. Check your progress.

- Wipe slurry away from a sample area.
- If the floor underneath doesn't feel sticky, you're ready to rinse.
- If finish remains, apply more stripping solution and increase dwell time. Don't let the floor dry.



13. Rinse the floor with water and pick up the slurry.

- Use your floor squeegee to manage the slurry.
- Collect the slurry with a wet vac or mop and bucket.

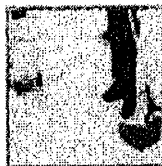
Floor Stripping



13a. If using an autoscrubber, scrub with:

- Brushes or pads DOWN and scrubbing.
- Solution valve open.
- Squeegee UP.
- Vacuum OFF.

If the floor has excessive buildup, repeat steps 8-13. Before rinsing the floor, change to clean pads or rinse your brushes.



14. Rinse the floor with clean water BEFORE the floor dries.

- Use clean, cool rinse water and damp mop with clean rinse water.
- Mop the floor with a "figure 8" pattern to rinse entire floor.
- Clean your floor squeegee and use it to pull rinse water away from furniture and carpets.



14a. If using an autoscrubber, apply water and scrub to rinse. Scrub with:

- Brushes or pads DOWN and scrubbing.
- Squeegee DOWN.
- Vacuum ON.
- Solution valves OPEN.



15. When the floor is dry, check your work.

- Be sure that all stripper residue has been removed.
- Be sure to wear safety gloves when checking the floor.
- Run your hand over the floor. If there is residue on your gloves, you must rinse again.
- Continue to rinse until there is no foam in the rinse water and no residue on the floor.

Floor Stripping



16. Clean your equipment and return it to its appropriate area.

- Wash and rinse pads, brushes, and squeegee.
- Rinse the autoscrubber recovery system and tank.
- Rinse under the autoscrubber. Wash stripper off the tires.



17. Clean your shoes, clothes, and wash hands.

- Always remove and launder any soiled clothes.



IMPORTANT: The floor must now be sealed or finished before traffic is allowed to enter.

- Stripped floors are sensitive to soils and scratches.
- Seal the clean surface before new soils can arrive.

Floor Stripping Tips:

- Never use masking tape to mark the edges for stripping. Instead use blue "painter's tape" (or Zorba®) to avoid leaving adhesive on the floor.
- Use an absorbent material (like Zorba) to stop stripping solution from going into unwanted areas.
- When stripping near walls and edges, move the single disc floor machine from right to left to avoid splashing baseboards.
- If stripping solution splashes onto baseboards or kick plates, wipe off immediately with rinse mop or an absorbent cloth to avoid leaving splash marks.
- Use cool water when mixing stripping solution. Hot water increases odor and flashes off key ingredients that emulsify Floor Finish.

IMPORTANT: The floor must now be sealed or finished before traffic is allowed to enter.

- Stripped floors are sensitive to soils and scratches.
- Seal the clean surface before new soils can arrive.

APPENDIX D

Building Floor Plans

*Please contact Kerry Kearns, Assistant School
Business Administrator, to receive a copy of the
building plans.*

APPENDIX E

Custodial Cleaning Services: Quality Measurement Process

Custodial Cleaning Services: Quality Measurement Process

Overview:

The formula and template of this worksheet is compatible to the quality measurement system used by both John M. Moran & Associates and Premier Facility Solutions in measuring the service delivery outcome of performance based contract sites.

The worksheet may be used for individual addresses as well as in the global building environment. It is encouraged that both the Contractor and CPS Director of Facility Services conduct weekly reviews of service space utilizing a similar format.

Concept:

The concept of this measurement tool is simple, all environments are considered to be at 100% quality. The type and volume of soil load deducts values depending on which building system it is located.

Soil Types:

There are three unique soil types that comprise the entire soil load that may influence the appearance and condition of any surface detail within a building. These soil types are:

- | | |
|---------------------|------------------------------------|
| A. Loose Soil | Deduction value of soil = 1 point |
| B. Adhered Soil | Deduction value of soil = 2 points |
| C. Impregnated Soil | Deduction value of soil = 3 points |

Loose Soil, as its name suggests, is soil that is not attached to a surface and remains in a free state, usually in a solid form, as in litter, dust, lint, chalk, sand, etc. The process for its removal is any simple form of absorption such as an electrostatic cleaning fiber woven cloth, a broom, a dust mop, a vacuum, etc. The soil is usually removed without application of a surfactant or cleaning agent.

Adhered Soil, as its name suggests, is soil that has attached itself to a horizontal or vertical surface material. This soil is usually in a once moist and latter dried appearance. Foods, beverages, prints from oily skin and perspiration, salts and minerals from urine, soap and cleaning product residues, etc. The removal methodology involves the application of a cleaning agent that has a formulation of a surfactant and a suitable Ph. The application will then allow saturation supporting removal by absorption following physical agitation allowing the adhered nature of the soil to dislodge and become trapped in a terry cloth, a scouring pad, etc.

Impregnated Soil is a soil that has completely bonded to a vertical or horizontal surface material and its bond is a result of a transfer of soil or material resulting from friction, scuffing or other significant contact with the surface. Impregnated soils are the most labor intensive to remove and require three steps in removal. The soil material requires application of an appropriate cleaning agent composed of adequate detergency or solvency in a tamed base to penetrate the soil and saturate the bonded location. Following the application of an agent physical agitation that allows for increased heat of the affect area is required this is usually in the form of a floor machine, or scrubber.

The absorption method is usually to remove the material from a moist or wet condition directly to a pad or vacuum tank. Chemicals that allow for the soil to become suspended work best as retrieval through vacuuming is most common.

Soil Load

Soil load or volume of soil present becomes the multiplier of the deduction process. The four soil load volumes are:

- | | |
|-------------|---|
| A. None | Surface is free of soil |
| B. Trace | Soil present in less than 5% of surface |
| C. Light | Soil present is covering more than 5% less than 15% of surface |
| D. Moderate | Soil present is covering more than 15% but less than 20% of surface |
| E. Heavy | Soil present is covering more than 20% of surface |

Soil Load Multiplier Value:

The soil load multiplier varies among building systems. The following are the common values of soil load utilized.

<u>Building System</u>	Value of Multiplier for Soil Load				
	<u>None</u>	<u>Trace</u>	<u>Light</u>	<u>Medium</u>	<u>Heavy</u>
Ceiling/Lighting	0	1	2	3	4
Walls/Partitions	0	1	2	3	4
Flooring/Decks	0	2	3	4	5
Furniture/Fixtures	0	2	3	4	5

Scoring Formula

Soil Type multiplied by Soil Load Multiplier = Surface Deduction (Format Example Attached)

Custodial Cleaning Services Quality Review

Building Deficiency Report

Area Type _____

Building _____ Floor _____ Room # _____ Date _____

System/Component

Soil Identification

Soil Load

Score deduction =

0 1 2 3 x 1 2 3 4

C	Ceiling Tiles	1	2	3	x	T	L	M	H	=
E	Tile Grids	1	2	3	x	T	L	M	H	=
I	Air Vents	1	2	3	x	T	L	M	H	=
L	Sprinkler Heads	1	2	3	x	T	L	M	H	=
I	Plumbing	1	2	3	x	T	L	M	H	=
N	Ducts	1	2	3	x	T	L	M	H	=
G	Ledges	1	2	3	x	T	L	M	H	=
	Light Lens	1	2	3	x	T	L	M	H	=
	Skylight	1	2	3	x	T	L	M	H	=
	Fans	1	2	3	x	T	L	M	H	=

Score _____ -100 = _____

Score deduction =

0 1 2 3 x 1 2 3 4

W	Walls (verticals)	1	2	3	x	T	L	M	H	=
A	Fire Doors	1	2	3	x	T	L	M	H	=
L	Planter Partitions	1	2	3	x	T	L	M	H	=
L	Doors	1	2	3	x	T	L	M	H	=
S	Glass Walls	1	2	3	x	T	L	M	H	=
-	Privacy Partitions	1	2	3	x	T	L	M	H	=
P	Chair Rails	1	2	3	x	T	L	M	H	=
A	Moldings	1	2	3	x	T	L	M	H	=
R	Wall Switch	1	2	3	x	T	L	M	H	=
T	Cove Base	1	2	3	x	T	L	M	H	=
I	Blinds/Dressings	1	2	3	x	T	L	M	H	=
T	Shower Walls	1	2	3	x	T	L	M	H	=
I	Elevator Panels	1	2	3	x	T	L	M	H	=
O	Chalkboards	1	2	3	x	T	L	M	H	=
N	Whiteboards	1	2	3	x	T	L	M	H	=
	Bulletin Boards	1	2	3	x	T	L	M	H	=

Score _____ -100= _____

<u>System /Component</u>		<u>Soil Identification</u>					<u>Soil Load</u>				
Score deduction =		0	1	2	3	x	2	3	4	5	
	Entry Mats	1	2	3		x	T	L	M	H	=
F	Door Thresholds	1	2	3		x	T	L	M	H	=
L	Elevator Tracks	1	2	3		x	T	L	M	H	=
O	Elevator Floor	1	2	3		x	T	L	M	H	=
O	Stair Treads	1	2	3		x	T	L	M	H	=
R	Stair Landings	1	2	3		x	T	L	M	H	=
I	Carpeting	1	2	3		x	T	L	M	H	=
N	VCT	1	2	3		x	T	L	M	H	=
G	Quarry Tile	1	2	3		x	T	L	M	H	=
	Terrazzo	1	2	3		x	T	L	M	H	=
	Concrete	1	2	3		x	T	L	M	H	=
	Stone	1	2	3		x	T	L	M	H	=
	Drains	1	2	3		x	T	L	M	H	=
	Hardwood	1	2	3		x	T	L	M	H	=
	Rubber	1	2	3		x	T	L	M	H	=

Score _____ -100= _____

Score deduction =		0	1	2	3	x	2	3	4	5	
	Shelves	1	2	3		x	T	L	M	H	=
F	Cabinets	1	2	3		x	T	L	M	H	=
U	File Units	1	2	3		x	T	L	M	H	=
R	Lockers	1	2	3		x	T	L	M	H	=
N	Tables	1	2	3		x	T	L	M	H	=
I	Chairs	1	2	3		x	T	L	M	H	=
T	Desk/Stations	1	2	3		x	T	L	M	H	=
U	Stands/Racks	1	2	3		x	T	L	M	H	=
R	Display Cases	1	2	3		x	T	L	M	H	=
E	Sofa/Chairs	1	2	3		x	T	L	M	H	=
-	Wall Hangings	1	2	3		x	T	L	M	H	=
F	Wall Fixtures	1	2	3		x	T	L	M	H	=
I	Toilets	1	2	3		x	T	L	M	H	=
X	Urinals	1	2	3		x	T	L	M	H	=
T	Sinks	1	2	3		x	T	L	M	H	=
U	Waste Containers	1	2	3		x	T	L	M	H	=
R	Vending Machine	1	2	3		x	T	L	M	H	=
E	Appliances	1	2	3		x	T	L	M	H	=
S	Bed Frame/Linens	1	2	3		x	T	L	M	H	=

Area Type _____

Score _____ -100= _____

**Custodial Cleaning Services
Inspection Summary**

Building _____

Floor/Level _____

Address _____

Area Type _____

Ceiling and Lights _____ %

Walls/Partitions _____ %

Floors _____ %

Furniture/Fixtures _____ %

Review Score _____

Reviewed By: _____

Date: _____

APPENDIX F

Required Equipment List

Required Equipment List

Chelmsford High School

- Rider Scrubber
- Walk Behind Scrubber
- Rider Burnisher
- Walk Behind Burnisher
- Floor Machine
- Wet/Dry Vacuum
- Power Sweeper
- Walk Behind Extractor
- Extractor
- Spotter
- Air Movers
- Upright Vacuum
- Back Pack Vacuum
- Kai-Vac Machine

All Other Elementary and Middle Schools

- Walk Behind Scrubber
- Walk Behind Burnisher
- Burnisher
- Floor Machine
- Wet/Dry Vacuum
- Spotter
- Back Pack Vacuum
- Upright Vacuum
- Kai-Vac Machine



**Chelmsford Public Schools
Administration Offices**

230 North Road, Chelmsford, MA 01824
Telephone: (978) 251-5100

February 27, 2019

**ADDENDUM #1
RFP #19-05
Contracted Cleaning Services**

The number of this addendum, Addendum #1, must be noted on space provided on the attached form and submitted with the price proposal.

1) Appendix B Scope and Frequency of Required Building Services (Duties to be Performed)

Remove: Item #42 Clean and Sanitize all furniture to be done Summer Vacation

Add: Item #42 Clean and Sanitize all furniture to be done Summer Vacation AND
FEBRUARY & APRIL VACATION

2) Questions & Answers

Please see Questions and Answers sheet, numbered 1-34, for additional information.

END OF NOTICE

ACKNOWLEDGEMENT OF ADDENDA

The Bidder acknowledges all addenda.

ADDENDA NUMBER

DATE ISSUED
