

BID SPECIFICATIONS

CLEANING SERVICES

FOR

UXBRIDGE PUBLIC SCHOOLS

**UXBRIDGE PUBLIC SCHOOLS
21 SOUTH MAIN STREET
UXBRIDGE, MA 01569**

(508) 278-8649

February 8, 2011

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LEGAL ADVERTISEMENT

UXBRIDGE PUBLIC SCHOOLS
UXBRIDGE, MASSACHUSETTS

INVITATION FOR BIDS

CLEANING SERVICES

The **Uxbridge Public Schools**, hereafter referred to as the "*Awarding Authority*," invites sealed bids to provide **CLEANING SERVICES**. Specifications and conditions are available via e-mail by request at CleaningServiceBidSpecs@UxbridgeSchools.com or may be obtained at:

Office of the Superintendent

21 South Main Street, 2nd Floor, Uxbridge, Massachusetts

(508) 278-8648

Monday - Friday, 8:00 a.m. to 4:00 p.m.

Bids will be received up to **2:00 PM on March 2, 2011** when they will be opened, read, and recorded.

The *Awarding Authority* reserves the right to waive any informalities in bids submitted and to accept any bid or part thereof, and to reject any and all bids, or any part of any bid, if it be in the best interest of the Uxbridge Public Schools to do so.

Ernest Esposito, Chair
Uxbridge School Committee

A. INVITATION FOR BIDS

Sealed bids for **Cleaning Services** will be received at:

Uxbridge Public Schools
21 South Main Street, 2nd Floor
Uxbridge, Ma 01569

Attention: DONALD R. SAWYER
School Business Manager

The Awarding Authority is the Uxbridge School Committee.

Contract Documents may be picked up at the Uxbridge Town Hall after **Friday, February 11, 2011.**

Bids must be received by **Wednesday, March 2, 2011 – 2 PM** at which time all bids will be opened, read and recorded.

There will be a walk-through of all school facilities: **February 22, 2011 at 9:00 AM at Uxbridge High School, 62 Capron Street, Uxbridge, MA 01569.** Order of which schools will be visited are as follows:

1. Uxbridge High School
2. Taft Elementary School
3. Whitin Middle School
4. Early Learning Center
5. Unitarian Church
6. School Administration Office

All bids must be upon the Bid Form annexed hereto, must include the proposed pricing for school, as required by the Bid specifications for cleaning services, and be signed by the bidder with his business address. All bids must include the Statement of Non-Collusion annexed hereto, completed and signed as indicated therein.

Bids must be submitted in a sealed envelope and be addressed to "**Uxbridge Public Schools**" and endorsed "**CLEANING SERVICES**".

The ***Awarding Authority*** reserves the right to waive any informalities in bids submitted and to accept any bid or part thereof, and to reject any and all bids, or any part of any bid, if it be in the best interest of the Uxbridge Public Schools to do so.

By: Uxbridge School Committee
21 South Main Street
Uxbridge, MA 01569

Date: **February 11, 2011**

B. INFORMATION FOR BIDS

Bids for **CLEANING SERVICES** shall be in full accordance with:

- A. Invitation for Bids
- B. Information for Bids
- C. Agreement
- D. Submission Requirements
- E. General Conditions
- F. Bid Form
- G. Bid Pricing Form
- H. Statement of Non-Collusion
- I. Certificate of Debarment
- J. Bid Bond
- K. Performance Bond
- L. Bid Specifications

hereinafter collectively referred to as "Contract Documents".

The Town will consider only responsive proposals from responsible proposers for a contract award. A responsive proposal is one that complies fully with all submission requirements as stated in this Request for Proposal (RFP). Any proposal that does not comply with all submission requirements will be rejected as non-responsive.

Each responsive proposal from a responsible proposer will be evaluated according to the criteria set forth in Part V, "Evaluation Criteria" of the RFP. Each proposal will be rated as **HIGHLY ADVANTAGEOUS**, **ADVANTAGEOUS**, or **NOT ADVANTAGEOUS** with respect to each evaluation criteria. The Evaluation Committee shall prepare their evaluations based solely on the criteria set forth in the Request for Proposals. Their evaluation shall specify in writing:

1. For each evaluation criteria, a rating of each proposal as highly advantageous, advantageous, or not advantageous and the reasons for the rating; and
2. A composite rating for each proposal, and the reasons for the rating.

The Evaluation Committee shall rank the proposals for each site and determine the most advantageous proposal from a responsible and responsive proposer taking into consideration price and the evaluation criteria set forth in the Request for Proposal. If the contract is awarded to a proposer who does not submit the best price, the Evaluation Committee will set forth a written explanation providing the reason for such award.

Pursuant to M.G.L. 30B Section 5(d), the proposals shall not be opened publicly, but shall be opened at the time stated in the Legal Notice in the presence of one or more witnesses. **The contents of proposals shall remain confidential and shall not be disclosed to competing bidders until the completion of the evaluation, or until the maximum time for award of the proposal.** A register of proposals will be prepared at the time of opening.

A proposer may correct, modify, or withdraw a proposal by written notice received in the office designated herein for proposal submission prior to the time set for the opening of proposals. After the opening, a proposer may not change the price or any other provision of the proposal in a manner prejudicial to the interest of the Town, or to fair competition. The Town may waive minor informalities or allow the proposer to correct them. If a mistake and the intended offer are clearly evident on the face of the document, the Town may correct the mistake to reflect the intended correct offer and so notify the proposer in writing, and the proposer may not withdraw the offer. The Town may permit a proposer to withdraw an offer if a mistake is clearly evident on the face of the document but the intended correct offer is not similarly evident.

Each proposal submitted in response to this RFP is subject to all of the contract terms set forth in this Request for Proposal. Any contract award will incorporate all of these contract terms.

All proposals shall remain in effect for a minimum period of sixty (60) calendar days after the **deadline for proposals on Wednesday, March 2, 2011 at 2 PM.**

The Town reserves the right to cancel this procurement at any time before a contract is executed and approved, in which event the Town will reject all proposals received in response to this RFP.

Work is to start immediately after notification of award under this RFP, and the proposer's performance under the contract must be completed as provided in the Agreement.

QUESTIONS REGARDING CONTRACT DOCUMENTS

In general, no answer will be given to prospective bidders in reply to an oral question if the question involves an interpretation of the intent or meaning of Contract Documents, or the equality or use of products or methods other than those designated or described in the Bid List for **Cleaning Services** ("Bid List"). Any information given to bidders other than by means of the Bid List or other Contract Documents is given informally, for information and convenience of the bidders only and is not guaranteed.

To receive consideration, questions shall be submitted in writing to the Awarding Authority, to the attention of **Michael Legendre, Director of Maintenance and Operations** at least seven (7) days prior to the established date for receipt of Bids. Bidders can email or fax question to: **mlegendre@uxbridge.k12.ma.us** or fax **508-278-8612**. If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data sufficient to enable the Awarding Authority to determine the equality or suitability of the product or method. In general, the Awarding Authority will neither approve nor disapprove particular products prior to the opening of Bids; such products will be considered when incorporated into the Bid.

WITHDRAWAL OF BIDS

Except as expressly provided in the Contract Documents, once a Bid is submitted and received by the Awarding Authority for consideration and comparison with other bids similarly submitted, the bidder agrees that he may not and will not withdraw it within sixty (60) consecutive calendar days after the actual date of the opening of Bids.

Upon proper written request and identification, Bids may be withdrawn only as follows:

1. At any time prior to the designated time for the Opening of Bids;
2. Provided the Bid has not theretofore been accepted by the Awarding Authority, at any time subsequent to the expiration of the period during which the bidder has agreed not to withdraw his Bid.

Unless a Bid is withdrawn as provided above, the bidder agrees that it shall be deemed open for acceptance until the AGREEMENT has been executed by the Awarding Authority and the Successful Bidder or until the Awarding Authority notifies a bidder in writing that his Bid is rejected or that the Awarding Authority does not intend to accept it. Notice of acceptance of a Bid shall not constitute rejection of any other Bid.

BID SECURITY

Each bid must be accompanied by cash or a certified check on, or a treasurer's or cashier's check issued by a responsible bank or trust company and payable to the order of the Uxbridge Public Schools or by a bid bond prepared on the form of BID BOND attached hereto duly executed and acknowledged by the bidder as hereto duly executed and acknowledged by the bidder, as Principal, and by a surety company qualified to do business in the Commonwealth of Massachusetts and satisfactory to the Awarding Authority, as Surety. The cash, check or bid bond shall be in the sum of five (5%) percent of the value of the Bid and shall be enclosed in a sealed envelope containing the Bid.

Each such check, bid bond, or cash amount may be held by the Awarding Authority as security for the fulfillment of the bidder's agreements as herein above set forth and as set forth in the Contract Documents. Should the bidder fail to fulfill such agreements, his cash or bid check shall become the property of the Awarding Authority or if a bid bond was furnished, the bid bond shall become payable to the Awarding Authority, as liquidated damages; otherwise, the cash or bid check shall be returned to the bidder as hereinafter provided, or if the security is a bid bond, the bid bond shall become null and void.

Bid checks or cash will be returned to all except the three lowest bidders within five days, Sundays and legal holidays excluded, after the opening of Bids, and to the three lowest bidders within five (5) days, Sundays and legal holidays excluded, after the Awarding Authority and the accepted bidder have executed the AGREEMENT. In the event that the AGREEMENT has not been executed by both the accepted bidder and the Awarding Authority within sixty (60) consecutive days after the opening of Bids, the bid check or cash will be returned promptly upon demand of any bidder who has not been notified of the acceptance of Bid.

PERFORMANCE BOND AND CONTRACT

The successful bidder will be required to enter into a contract with the Town of Uxbridge. A performance bond in the amount of 100% of the contract protecting the Town as to the completion of the contract will also be required. The bond may be reduced annually to cover the balance of the contract amount.

ABILITY AND EXPERIENCE OF BIDDER

No award will be made to any Bidder who cannot satisfy the Awarding Authority that he is responsible and has sufficient ability and experience to successfully prosecute and complete the obligations contained in the Contract Documents. The Awarding Authority's decision or judgment on these matters shall be final, conclusive and binding.

The Awarding Authority may make such investigations as it deems necessary, and the Bidder shall furnish to the Awarding Authority, under oath if so required, all such information and data for this purpose as the Awarding Authority may request.

RIGHT TO REJECT BIDS

The Awarding Authority may reject Bids which, in its sole judgment, are either incomplete, conditional, obscure, or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities.

The Awarding Authority reserves the right to reject any and all Bids, should the Awarding Authority deem it to be in the public interest to do so.

EXECUTION OF AGREEMENT

The Bidder whose Bid is accepted will be required and agrees to duly execute the AGREEMENT upon notification that the AGREEMENT is ready for signature.

AWARDING PROCEDURES

All bids will be taken under advisement. After analyzing each bid, a decision will be made by the Uxbridge School Committee. The contract will be awarded within sixty (60) days after bid opening to the lowest responsive, responsible bidder. The time for award may be extended up to thirty (30) additional days by mutual agreement between the School committee and the apparent lowest responsive, responsible bidder.

The Uxbridge School Committee reserves the right to select a single school building or any configuration of buildings in awarding the Contract for Cleaning Services.

C. AGREEMENT (to be executed by successful bidder and School Committee)

Cleaning Services

This AGREEMENT made this day of , 2011, by and between the Town of Uxbridge, Massachusetts, a municipality located within Worcester County and the Commonwealth of Massachusetts, by the Uxbridge School Committee, duly constituted, and without personal liability for the individuals signatory hereto ("Awarding Authority" hereinafter) and of

("Contractor" hereinafter)

WITNESSETH

That the Contractor, in consideration of the payments hereinafter mentioned, and of the fulfillment of the arrangements herein mutually entered into, agrees with the Awarding Authority as follows:

1. That this Agreement incorporates by reference all terms and conditions of the Contract Documents. Contract Documents consist of this Agreement together with:

Invitation for Bids

- | | |
|----------------------------|-------------------------------|
| 1. Information for Bids | 6. Statement of Non-Collusion |
| 2. Submission Requirements | 7. Certificate of Debarment |
| 3. General Conditions | 8. Bid Bond |
| 4. Bid Form | 9. Performance Bond |
| 5. Bid Pricing Form | 10. Bid Specifications |

2. That the **Cleaning Services** shall be supplied under the direction of and subject to the approval and acceptance of the Uxbridge School Committee, or its designee.

3. That the Awarding Authority will pay the Contractor the sum of \$_____ for all **Cleaning Services** pursuant to the terms of this Agreement and Contract Documents. Determination as to whether work has been satisfactorily completed shall be made by the Awarding Authority or its designee.

IN WITNESS WHEREOF, the Contractor has hereunto affixed his hand and seal, or if a corporation, has caused its corporate seal to be hereto affixed, and this Agreement to be executed in its name by a duly authorized officer, and the Awarding Authority has hereto signed this Agreement through its authorized agent, the day and year above first written.

**TOWN OF UXBRIDGE
UXBRIDGE SCHOOL COMMITTEE**

CONTRACTOR:

BY: _____
Signature of School Committee Chair

BY: _____
Contractor Signature

PRINT NAME: _____

PRINT NAME: _____

BY WITNESS

BY WITNESS

PRINT NAME: _____

PRINT NAME: _____

Note: This form when attached to the complete Bid specifications referenced in sections 1-3 above (including all required signatures, submissions and attachments) shall constitute the "contract" as required by Chapter 30b, MGL.

D. SUBMISSION REQUIREMENTS

A. General Requirements

All proposal submissions shall be delivered to the **Office of the Superintendent, Uxbridge Public Schools no later than 2 PM on Wednesday, March 2, 2011. LATE PROPOSALS WILL NOT BE ACCEPTED.**

Each proposal MUST contain two separate parts submitted in two separate, clearly marked and sealed envelopes:

Envelope #1 shall contain only the Price Proposal(s) and
Envelope #2 should contain only the Non-Price Proposal.

The following information must appear on the outside of each envelope:

1. Proposer's name.
2. Name of project.
3. Depending upon the envelope's content, either:

"Envelope #1 Price Proposal" OR
"Envelope #2 Non-Price Proposal.

Both the Price Proposal documents and the Non-Price Proposal documents must be signed by a person or persons authorized to bind the bidder.

Each document submitted in either Envelope #1 or #2 must be labeled with the proposer's name, and the name of the Project.

B. Minimum Criteria

Any proposal that does not contain all of the following completed documents will be rejected as non-responsive.

Envelope #1 Price Proposal must contain the following documents:

- F. Bid Form
- G. Bid Pricing Form
- I. Bid Bond or other acceptable bid security (cashier's or treasurer's check) in the amount of 5% of the proposal price for the base bid plus alternate #1.

Envelope #2 Non-Price Proposal must contain the following documents and certifications in the following order:

- Certificate of Insurance in compliance with Insurance Table A (attached)
- H. Statement of Non-Collusion
- I. Certificate of Debarment
- K. Bid Specifications
 - Article 11.
Contractor Background Information and Owner Evaluation Criteria

E. GENERAL CONDITIONS

1. Tax Compliance. The Contractor has, pursuant to M.G.L. c. 62C, #49A, filed all state tax returns, paid all taxes and complied with all laws of the Commonwealth and the Town of Uxbridge relating to taxes; and that pursuant to M.G.L. C. 151A #19A has complied with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System.
2. Funding and Fiscal Year Appropriations. Appropriations for expenditures by the Town of Uxbridge to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year of the Town is the twelve (12) month period ending June 30 of each year. The obligations of the Town under this Contract for the present or any subsequent fiscal year following the fiscal year in which this Contract is executed are subject to the appropriation to the Town of funds sufficient to discharge the Town's obligations which accrue in this or any subsequent fiscal year. In the absence of such appropriation or authorization, this Contract shall be terminated immediately without liability for damages, penalties or other charges arising from early termination. Expenditures for Contracted Services which will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated and authorized for said fiscal year. The Contractor's yearly costs, as set out herein, may not exceed the amount appropriated for said year.
3. Conflict of Interest. No officer or employee of the Town shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership, or association in which she/he is directly or indirectly interested. No officer or employee of the Town shall have any interest, direct or indirect, in this Contract or the proceeds thereof. The Contractor understands that any key personnel individually named to provide services under this Contract may become municipal employees subject to the provisions of M.G.L. c. 268A.
4. Record keeping, Audit, and Inspection of Records. The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting there from, or until the end of this applicable retention period, whichever is later. The chief procurement officer, Town Treasurer, or any of their duly authorized representatives or designees, shall have the right, at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records.
5. Assignment by Contractor. The Contractor shall not assign in whole or in part or otherwise transfer any interest in this Contract without the prior written consent of the Town.
6. Subcontracting. None of the services to be provided by the Contractor pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the Town.
7. Non-Discrimination in Employment and Affirmative Action. The Contractor shall not discriminate against any qualified employees or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964; the Age of Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws Chapter 151B, Section 4(1); and all relevant administrative orders and executive orders, including Executive Order 227 and Executive Order 246. The Town of Uxbridge and Contractor agree to cooperate fully with the Massachusetts Commission Against Discrimination (MCAD) in the investigation and disposition of nondiscrimination or affirmative action complaints or claims, and in the event of the Contractor's noncompliance with

this section, the Town and the MCAD shall impose such sanctions as they deem appropriate including but not limited to withholding payments due under this Contract until compliance, termination or suspension of this Contract, or payment of legal fees and costs associated with any claim.

8. Compliance with Laws.

The Contractor shall keep himself fully informed of all existing and future federal, state, and local laws, ordinances, rules, and regulations affecting those engaged or employed on the Work, the materials and equipment used in the Work or the conduct of the Work, and of all orders, decrees, and other requirements of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Drawings, Specifications, or other Contract Documents in relation to any such law, ordinance, rule, regulation, order decree, or other requirement, the Contractor shall, forthwith, report the same to the Engineer in writing. The Contractor shall, at all times observe and comply with, and cause all his agents, servants, employees, and subcontractors to observe and comply with all such existing and future laws, ordinances, rules, regulations, orders, decrees, and other requirements and he shall protect, indemnify, and save harmless the Owner, its officers, agents, servants, and employees from and against any and all claims, demands, suits, proceedings, liabilities, judgments, penalties, losses, damages, costs, and expenses, including attorney's fees arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulation, order, decree, or other requirement whether committed by the Contractor or any of his agents, servants, employees, or subcontractors.

9. Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though they were included herein. If, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

10. Permits.

The Contractor shall, at his own expense, take out and maintain all necessary permits from the county, municipal, or other public authorities; shall give all notices required by law, and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the work.

11. Safety.

The Contractor shall take all necessary precautions for the safety of employees on the work and shall comply with all applicable provisions of Federal, State, and municipal safety laws and building codes to prevent accidents or injuries to persons on, about, or adjacent to the premises where the work is being performed. He shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workmen and the public and he shall designate a responsible member of his organization of the work whose duty shall be the prevention of accidents.

12. Construction Risks.

The materials, work in place, and equipment are entirely at Contractor's risk, including loss by theft during the contract period and he will be held responsible and liable for their safety.

13. Indemnity.

The Contractor agrees to indemnify and save the Awarding Authority (which term shall include Town, its agents, Boards, Officers, and employees) harmless from and against any and all costs, loss, expense, liability, damages, or claims for damages of any nature and description including costs of defending any action on account of any injury or damage to buildings, improvements, or property of the Town or any person, firm, corporation, or association and on account of any injury (including death) to any person or persons arising or resulting from the work provided for or performed under the contract documents or from any act, omission, or negligence of the Contractor. The foregoing provisions shall not be deemed to be released, waived, or modified in any respect by reason of any insurance provided by the Contractor under the contract.

14. Insurance.

Before starting and until completion and acceptance of the Work and expiration of the guarantee period provided for in the Agreement, the Contractor shall procure and maintain insurance of the types specified in paragraphs (a) to (h), inclusive, below and to the limits for this insurance specified in Table A at the end of this section. All insurance shall be obtained from companies satisfactory to the Town of Uxbridge.

Insurance shall be in such forms as will protect the Contractor and the Town of Uxbridge from all claims and liability for damages for bodily and personal injury, including accidental death, and for property damage, which may arise from operations under the Contract, whether such operations be by himself, his subcontractors, or by anyone directly or indirectly employed or engaged by him.

The following types of insurance shall be provided:

- a. Workmen's Compensation and Employer's Liability Insurance.
- b. Bodily Injury Insurance for operations and completed operations and Contractor's Protective Bodily Injury Insurance.
- c. Bodily Injury Insurance covering the operation of all motor vehicles owned by the Contractor.
- d. Personal Injury Insurance to cover claims for personal injury and including claims brought by employees.
- e. Property Damage covering the operation of all motor vehicles owned by the Contractor.
- f. Insurance to cover bodily injuries and property damage resulting from the use of motor vehicles not owned by the Contractor, while such vehicles are being operated in connection with the prosecution of the Work.
- g. Owner's Protective Liability and Property Damage Insurance to protect the Town of Uxbridge against claims for property damage and for bodily injuries, including accidental death, caused by the operations of the Contractor or his subcontractors on the Work. The policy shall indicate the Town of Uxbridge as the named insured.
- h. No insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of his responsibilities, obligations and liabilities under the Contract.

INSURANCE TABLE A

Workmen's Compensation and Employer's Liability Insurance

As required by the Laws of the Commonwealth of Massachusetts

Public Liability including Contractor's Protective, Completed Operations and Contractual Liability

Bodily Injury
\$1,000,000 each occurrence
\$1,000,000 aggregate

Property Damage including C.U.* Coverage

\$1,000,000 each occurrence
\$1,000,000 aggregate

*Blasting and explosion coverage shall be obtained if there is a need for blasting under the contract.

Personal Injury Insurance

\$1,000,000 aggregate

Automobile Liability including coverage for owned, hired or borrowed vehicles

Bodily Injury
\$500,000 each person
\$1,000,000 each occurrence

Property Damage
\$200,000 each occurrence

Town's Protective Liability and Property Damage

Bodily Injury
\$1,000,000 each occurrence
\$1,000,000 aggregate

Property Damage
\$1,000,000 each occurrence
\$1,000,000 aggregate

Note: The liability limits may be provided through a single policy or through a combination of underlying and umbrella excess limit policies.

Indemnification of School Committee.

The Contractor shall defend, indemnify, and hold harmless the School Committee, the Town of Uxbridge, its boards, committees, officers, agents, volunteers and employees (collectively "the Town") from and against any and all claims, suits, liabilities, costs, loss, expense, or damages, including costs of defending any action on account of any claim, injury or damage to buildings, property, or any person arising out of or related in any way to, directly or indirectly, or resulting from services provided under the contract, or any act, omission, or negligence of the Contractor, its employees, officers, agents, subcontractors, or others for whom the contractor is legally responsible.

The foregoing provision shall not be deemed to be released, waived, or modified in any respect, by reason of any insurance provided by the Contractor under the contract.

Massachusetts Wage Rates.

Massachusetts Wage Rates as established pursuant to the provisions of M.G.L. Chapter 149 Section 26-27G apply to this project. The Massachusetts Wage Determinations are attached to these specifications. It is the responsibility of the Contractor, before bid opening, to request, if necessary, any additional information on Massachusetts Wage Rates for those trades people who are not covered by the applicable Massachusetts Wage Decision, but who may be employed for the proposed work under this contract.

Hours of Work.

No laborer, workman, mechanic, foreman, or inspector working within the Commonwealth, in the employ of the contractor, sub-contractor, or other person doing or contracting to do the whole or a part of the work contemplated by this contract, shall be required or permitted to work more than eight hours in any one day or more than 48 hours in any one week, or more than six (6) days in any one (1) week, except in cases of emergency, or, in case any town subject to Section 31 is a party to such contract, more than eight (8) hours of any one (1) day except as foresaid.

Right to Materials.

Nothing in the Contract shall be construed as granting to the Contractor any right of property in the materials, equipment, apparatus and other items furnished after they have been installed or incorporated in or attached or affixed to the Work or the site, but all such materials, equipment, apparatus and other items shall, upon being so installed, incorporated, attached or affixed, become the property of the Town of Uxbridge. Nothing in this subsection shall relieve the Contractor of his duty to protect and maintain all such materials, equipment, apparatus and other items.

Liability of Owner.

No person, firm or corporation, other than the Contractor, who signed this Contract as such, shall have any interest herein or right hereunder. No claim shall be made or be valid against the Town of Uxbridge or any agent of the Town and neither the Town nor any agent of the Town shall be liable for or be held to pay any money except as herein provided. The acceptance by the Contractor of the payment as fixed in the final estimate shall operate as and shall be a full and complete release of the Town and of every agent of the Town of and from any and all claims, demands and liabilities of, by or to the Contractor for anything done or furnished for or arising out of or relating to or by reason of the Work or for or on account of any act or neglect of the Town of Uxbridge or of any account of any act or neglect of the Town or of any agent of the Town or of any other person, arising out of, relating to or by reason of the Work or for or on account of any act or neglect of the Town or of any agent of the Town or of any other person, arising out of, relating to or by reason of the Work except the claim against the Town for the unpaid balance, if any there be, of the amounts retained as herein provided.

Headings.

The headings or titles of any section, subsection, paragraph, provision, or part of the Contract Documents shall not be deemed to limit or restrict the content, meaning or effect of such section, subsection, paragraph, provision or part.

Existing Conditions.

At the bid opening, it will be presumed that each bidder had a made thorough examination of the location and sites for this project and has satisfied himself as to actual conditions, requirements, and quantities of work.

The Uxbridge School Department will not be responsible for the acts or omissions of any persons performing any of the work, including, but not limited to, injury to any such person arising from work performed on this project.

Contractor Liability.

Liability for the Contractor's personnel while in the performance of duties under this contract shall be the responsibility of the Contractor. The School Committee shall not be held liable for any personnel utilized or in the employ of the Contractor.

Best Price:

Best price shall be determined by adding the annual contract cost for each year of the contract. Each year of the contract shall be discounted by two (2) percent in determining the present value of the respective year's contract price.

Example:

<u>Year</u>	<u>Bidder's Price</u>	<u>Discount Factor</u>	<u>Present Value</u>
1	\$ 100	1.00	\$100.00
2	\$ 100	0.98	\$ 98.00
3	\$ 100	0.9604	<u>\$ 96.04</u>

Present Value Price \$294.04

ALTERNATE #1:

Alternate #1 price proposal will include providing all cleaning chemicals and floor finishes associated with completing all cleaning procedures required as part of this RFP. The Uxbridge Public Schools have implemented as many "Green" cleaning products and procedures as possible. All cleaning products submitted shall be registered and meet the EPA's Designed for the Environment (DfE) standards or GreenSeal standards, whenever applicable. Conventional floor finishes are an acceptable product and do not have to meet the same "Green" criteria as listed above for daily use cleaning chemicals.

In order to keep continuity of products used in each building it will be a requirement that the vendor shall supply the cleaning chemicals utilized by the Uxbridge Schools custodial team assigned to cleaning the office areas and cafeteria, lunch areas, and kitchens.

Vendors must include material information and MSDS sheets with their non-price proposal for the School Department's comparison purposes.

F. BID FORM
For Price Proposal Submission

TO THE UXBRIDGE SCHOOL COMMITTEE, ACTING IN THE NAME AND ON BEHALF OF THE TOWN OF UXBRIDGE:

A. The undersigned proposes to furnish all materials and supplies required for **Cleaning Services** in accordance with the Contract Documents prepared by the Uxbridge School Committee for the contract price specified below. Contract Documents consist of this Bid Form together with:

- | | |
|----------------------------|-------------------------------|
| A. Invitation for Bids | G. Bid Pricing Form |
| B. Information for Bids | H. Statement of Non-Collusion |
| C. Agreement | I. Certificate of Debarment |
| D. Submission Requirements | J. Bid Bond |
| E. General Conditions | K. Performance Bond |
| F. Bid Form | L. Bid Specifications |

B. *The proposed contract price is: _____ Dollars \$_____. (The total Dollar amount is for Uxbridge High School, Taft Elementary School, Whitin Middle School, Early Learning Center, Unitarian Church, Administrative Office. An individual price for each school must be provided on the attached sheet.)

C. The proposed contract price with the addition of **Alternate #1**:

_____ Dollars \$_____

(The total Dollar amount is for the Uxbridge High School and the Taft Elementary School, Whitin Middle School, Early Learning Center, Unitarian Church, and the Administrative Office. An individual price for each school must be provided on the attached sheet.)

D. The Contractor represents that it has received Contract Documents described herein above.

E. By signing below, the Contractor certifies under the pains and penalties of perjury as follows:

The undersigned Contractor certifies under penalties of perjury that this Bid is in all respects bonafide, fair and made without collusion or fraud with any other person. As used in this Affidavit the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Contractor

By its _____

Name _____

Address _____

Phone _____

**G. BASE BID PRICING FORM
For Price Proposal Submission**

UXBRIDGE PUBLIC SCHOOLS **COST PRICING PER SCHOOL**
UXBRIDGE, MASSACHUSETTS

Base Bid:			
School	Labor Cost	Equipment Only	Total Cost
[REDACTED]			
July 1, 2011–June 30, 2012			
July 1, 2012–June 30, 2013			
July 1, 2013–June 30, 2014			
Taft Elementary School			
July 1, 2011–June 30, 2012			
July 1, 2012–June 30, 2013			
July 1, 2013–June 30, 2014			
ALTERNATES: (The alternate list is alphabetical and is not necessarily the order that alternates may be chosen for award. The awarding authority reserves the right to award alternates in whichever manner best fits the needs of the Uxbridge Public Schools.)			
[REDACTED]			
July 1, 2011–June 30, 2012			
July 1, 2012–June 30, 2013			
July 1, 2013–June 30, 2014			
[REDACTED]			
July 1, 2011–June 30, 2012			
July 1, 2012–June 30, 2013			
July 1, 2013–June 30, 2014			
[REDACTED]			
July 1, 2011–June 30, 2012			
July 1, 2012–June 30, 2013			
July 1, 2013–June 30, 2014			
[REDACTED]			
July 1, 2011–June 30, 2012			
July 1, 2012–June 30, 2013			
July 1, 2013–June 30, 2014			
[REDACTED]			
			Normal rates:
			Overtime rates:
		(List days + times)	
July 1, 2011–June 30, 2012			
July 1, 2012–June 30, 2013			
July 1, 2013–June 30, 2014			

**G. ALTERNATE #1 BID PRICING FORM
For Price Proposal Submission**

UXBRIDGE PUBLIC SCHOOLS **COST PRICING PER SCHOOL**
UXBRIDGE, MASSACHUSETTS

Base Bid:			
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School	Labor Cost	Chemicals and Equipment	Total Cost
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July 1, 2011–June 30, 2012			
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July 1, 2012–June 30, 2013			
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July 1, 2013–June 30, 2014			
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July 1, 2011–June 30, 2012			
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July 1, 2012–June 30, 2013			
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July 1, 2013–June 30, 2014			
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ALTERNATES: (The alternate list is alphabetical and is not necessarily the order that alternates may be chosen for award. The awarding authority reserves the right to award alternates in whichever manner best fits the needs of the Uxbridge Public Schools.)

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July 1, 2011–June 30, 2012			
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July 1, 2012–June 30, 2013			
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July 1, 2013–June 30, 2014			
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July 1, 2011–June 30, 2012			
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July 1, 2012–June 30, 2013			
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July 1, 2013–June 30, 2014			
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July 1, 2011–June 30, 2012			
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July 1, 2012–June 30, 2013			
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July 1, 2013–June 30, 2014			
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July 1, 2011–June 30, 2012			
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July 1, 2012–June 30, 2013			
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July 1, 2013–June 30, 2014			
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			Normal rates:
			Overtime rates:

		(List days + times)	
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July 1, 2011–June 30, 2012			
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July 1, 2012–June 30, 2013			
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July 1, 2013–June 30, 2014			
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I. CERTIFICATE OF DEBARMENT

The undersigned certifies under the penalties of perjury that the Proposer is not currently debarred or suspended by the Commonwealth of Massachusetts, or any of its entities or subdivisions, under any Commonwealth law or regulations, including but not limited to M.G.L. c. 29, §29F and M.G.L. c. 152, §25C.

_____ **Date**

_____ **Authorized Signature**

Title: _____

Name & Address of Proposer

J. BID BOND
(5% OF THE BASE BID PRICE W/ATLERNATE #1)

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned _____

(insert name of bidder)

as Principal, and _____

(insert name of surety)

are hereby held and firmly bound unto the Town of Uxbridge, a municipal corporation duly established by law in the Commonwealth of Massachusetts, acting by and through the Uxbridge School Committee, ("Town of Uxbridge" hereinafter), in the sum of _____ as liquidated damages for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is such that whereas the Principal has submitted to the Town of Uxbridge, a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing, hereinafter referred to as the "AGREEMENT" and/or "CONTRACT",

NOW THEREFORE

- (a) If said BID shall be rejected or withdrawn as provided in the INFORMATION FOR BIDS attached hereto or, in the alternative,
- (b) If said BID shall be accepted and the Principal shall duly execute and deliver the form of AGREEMENT attached hereto and shall furnish the specified bonds for the faithful performance of the AGREEMENT and/or Contract and for the payment for labor and materials furnished for the performance of the AGREEMENT and/or Contract, then this obligation shall be void, otherwise it shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder in no event shall exceed the amount of this obligation.

The Surety, for value received, hereby agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extensions of the time within which such BID may be accepted, and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the parties hereto have duly executed this bond on the _____ day of 2011.

(Name of Principal)

(SEAL)

By: _____

Sealed and delivered in the presence of

(Name of Surety)

By: _____

K. PERFORMANCE BOND (to be submitted by successful bidder)

Know all men by these presents, that _____
and having a principal place of business at _____
(hereinafter called the principal), as principal, and _____

_____ a corporation organized and existing under the laws of the _____

_____ with its principal office in _____
(hereinafter called the surety) as surety, are held and firmly bound unto the Town of Uxbridge, a municipal corporation duly established by law in the Commonwealth of Massachusetts, acting by and through the Uxbridge School Committee, _____

(Awarding Authority), (hereinafter called the obligee), in the just and full sum of _____ dollars and _____ to the payment of which sum, well and truly to be made, the said principal and surety bind themselves, and their respective heirs, administrators, executors successors and assigns, jointly and severally, firmly by these presents.

Whereas, the principal has entered into a certain written contract with the obligee, dated by _____ day of _____, 2011 for **Cleaning Services** for the Town of Uxbridge, Uxbridge, Massachusetts, as outlined in the Contract Documents which are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now therefore, the condition of this obligation is such that if the said principal shall well and truly perform and fulfill all the undertaking, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the obligee with or without notice to the surety, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereinafter be made, notice of which modifications of said contract that may hereinafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue. Provided, however, it shall be a condition precedent to any right of recovery hereunder that the obligee, upon discovery of any default on the part of the principal, shall within a reasonable time deliver to the surety by registered mail at its office at _____

_____ a written statement substantially setting forth the nature of such default. And provided further that no action, suit, or proceeding shall be had or maintained against the surety of this instrument unless the same be brought or instituted and process served upon the surety within three years after completion of the work mentioned in said contract, whether such work be completed by the principal, surety or obligee, but if there is any maintenance period provided in the contract for which said surety is liable, an action for maintenance may be brought within three years from the expiration of the maintenance period, but not afterwards.

In Witness Whereof, the said principal and surety have signed and sealed this instrument this _____ day of _____, 2011.

BY: _____
(Principal)

BY: _____
(Surety Company)

L. Bid Specifications for Cleaning Services

The Uxbridge Public Schools has designated the following bid package for the purpose of obtaining a contract to provide the cleaning duties at six (6) buildings under the responsibility of the Uxbridge School Committee.

School Information:

Building:	Year Built:	Square Footage:	Usage:	Gym/Auditorium info:
Uxbridge High School 62 Capron Street	original: 1937 1st addition: 1952 2nd addition: 1967 3 rd .addition 1989 4 th .addition 1998	112,800 <hr/> Total: 112,800	Grades 9-12	Gym: 6,853 sq.ft. Café: 2,499 sq.ft. Auditorium: 550 seats
Whitin Middle School 120 Granite Street	original: 1960 1 st . addition 1998	88,719 <hr/> Total: 88,719	Grades 5-8	Gym: 5,040 sq.ft. Café: 2,898 sq.ft. Library: 1,881 sq.ft.
Taft Elementary School 16 Granite Street	original: 1954 1st addition: 1989 2nd addition: 1998	84,300 <hr/> 84,300	Grades 1-4	Gym: 2,146 sq.ft. Café: 3,848 sq.ft.
Early Learning Center 11 Church Street	original: 1921	14,000 <hr/> Total: 14,000	Pre- K & K	
School Administration 21 South Main Street	original: 2006 Modular	1,800 <hr/> Total: 1,800	Administration	
Unitarian Church 21 North Main Street	original: 1900	3,072	Class	
		<hr/> Total: 3,072		
Grand Totals:		<hr/> 304,691		

Bidders are to quote a separate cost for each school. (Form attached hereto.)

The successful bidder will receive a contract for a three-year period with the option to renew yearly.

Due to the fact that the Uxbridge Public Schools is committed to offering an educational experience for our students that includes a safe and clean environment, the following specifications have been designed to meet that goal. In addition, the Uxbridge Public Schools reserves the right to ask for the immediate removal of a service company staff member without reason. It remains the school system's responsibility to monitor both the activities and placement of such staff and, most of all, to protect our students throughout the school day. In conjunction with this commitment, each service company employee must complete the following requirements prior to being assigned to work in the Town of Uxbridge.

To be submitted to the Office of the Superintendent of Schools:

- Documents certifying that the Contractor has conducted a personal interview, one copy of a completed application form, and one copy of the Employment Eligibility Verification Form (Form I-9), including support documents.
- A criminal history background check (CORI) will be conducted on each employee prior to their placement in the Uxbridge Public Schools. This task will be completed by:

Massachusetts Criminal History Systems Board
1010 Commonwealth Avenue
Boston, MA 02215

This process usually takes two to four weeks to complete. Vendor employees will not be allowed to work in the Town of Uxbridge without a completed CORI on file. Massachusetts law requires that this process be completed on all individuals who may come in contact with the student population of a school district. The successful bidder must have a back-up staff available to work in the Town of Uxbridge that satisfactorily meets this mandate. The vendor will be required to send such support staff information to the Office of the Superintendent of Schools prior to the time of need (hours outside of regular schedule, extra hours {men} during regular hours, sick leave replacement, staff turnover, etc.)

The following cleaning specifications will be the minimum acceptable standards sanctioned by the Uxbridge Public Schools for the duration of the contract.

Article 1.

Vendor will provide their own labor and equipment in order to satisfy all cleaning requirements as part of this RFP.

Article 2.

The Contractor shall provide custodial and cleaning services for the Uxbridge Public Schools, in accordance with the schedules set forth in these Specifications.

All supervisors/custodians/cleaners will be introduced and interviewed by the Building Principal and the Director of Maintenance and Operations before employment.

A personal interview by the building principal or his/her designee prior to placement is required. The successful bidder should schedule interviews for available positions with the principal. It is the responsibility of the vendor to schedule directly with each principal at the school location during normal business hours.

An emergency data sheet on each service employee working in the Uxbridge Public Schools must be on file with the Human Resource Department. This information should also be on file at the designated location the individual is assigned to work.

Each person assigned to work in the Uxbridge Public Schools must be able to read and understand the English language, as well as have the ability to communicate with others.

The successful bidder will provide instruction and certification (if applicable) for all employees working in the Uxbridge Public Schools in the following areas:

- a. infection control
- b. handling body fluid
- c. HIV awareness
- d. hepatitis B precautions
- e. Right to Know
- f. Asbestos Awareness and provide written documentation each year to the Town of Uxbridge.

The Uxbridge Public Schools will assist the successful bidder by offering a training program for workers. All cost associated with this program will be deducted from the billable monthly charge during the month the programs are conducted.

The Contractor is retained solely for the purpose and to the extent set forth herein. During the period of this Agreement, its status shall be that of independent contractor, and it shall not be considered under the provisions of this Agreement as an employee of the Uxbridge Public Schools.

The Uxbridge Public Schools shall not be liable for any personal injury to or death of any person or persons the Contractor may employ in carrying out this Agreement. The Contractor shall have no power to incur any liability on the part of the Uxbridge Public Schools.

The Contractor agrees to pay all debts for labor and materials contracted for/by it. The Contractor agrees to pay for the rental of any appliance or equipment hired by it, if any, for or because of the services to be performed under this Agreement. The Contractor agrees to assume the defense of and to indemnify and save harmless the Uxbridge Schools, its members, agents, and employees from and against any and all suits, claims, demands, expenses, and liabilities arising out of or in any way connected with the performance by it of this Agreement, save only such claims, demands, and liabilities as are expressly stated in this Agreement.

The Contractor shall perform all the labor and supervision necessary to perform the services required by this Agreement. The Contractor shall furnish all necessary cleaning equipment to be kept in each building, including but not limited to industrial wet/dry vacuums, high-speed burnishing machines, floor washers, etc.

The Contractor agrees that the services required by this Agreement shall be performed at hours convenient to the School Department and in a manner satisfactory and acceptable to the School Department, which shall be the sole judge of quality of performance.

In order to ensure compliance of this Agreement, the Contractor shall work closely with the Building Principals and the Director of Maintenance and Operations. The Contractor shall submit, at a minimum, written monthly progress reports to the Director of Maintenance relative to the building care and specifications. As part of the submission process, the Contractor will provide samples of progress reports routinely used by his/her company. Failure to submit monthly reports will lead to successive written documentation and may lead to termination of the Agreement.

The contractor agrees that it will not discriminate on the basis of race, color or national origin, in accordance with Title VI of the Civil Rights Act of 1964 (Title VI); on the basis of sex, in accordance with the Title IX of the Education Amendments of 1972; on the basis of disability, in accordance with Section 504 of the Rehabilitation Act of 1973(section 504) and Title II of the Americans with Disabilities Act of 1990 (ADA); or on the basis of age, in accordance with the Age Discrimination Act of 1974 (Age Discrimination Act).

All personnel hired by the Contractor to provide service under this agreement shall have successfully completed a CORI (Criminal Offender Record Information) review. A copy of each CORI is to be forwarded to the Uxbridge School Office of the Superintendent for review and verification.

Whenever and wherever possible, qualified Uxbridge residents or current employees will be given preference in employment by the Contractor.

The Contractor and the Uxbridge Schools agree that the schedules set forth in the Specifications to this Agreement shall be reviewed by each of the parties during the term of this Agreement. Schedules may be altered as required with the concurrence of both parties. The Contractor and the Uxbridge Schools agree that there shall be no increase in the amount of the contract during the term of this Agreement.

Should the School Department decide to remove any of the buildings from coverage under this Agreement, the Contractor will be paid an amount equal to the value of the Agreement for that particular building up to the last day that service is provided.

When necessary, the Contractor will work out an arrangement with the Building Principal or Director of Maintenance and Operations to cover scheduled use of a particular building or buildings for various functions. When it involves times staff would not normally be on duty, the Uxbridge Schools agrees to pay an hourly amount to cover the Contractor's costs. This amount is to be agreed upon by both parties to the Contract.

When an outside agency uses a building and such use requires extra cleaning and custodial services, such use shall be provided through scheduled arrangements with the Building Principal or Director of Maintenance and Operations, the outside agency, and the Contractor. The Contractor will invoice the Uxbridge Public Schools for such services.

The Contractor will work cooperatively with the Uxbridge Public Schools in any energy management or other conservation programs requiring custodial attention. This will include such things as checking thermostats for night time setbacks, making sure all lights are out when not in use, or other practices expected of all school custodians in the school department.

The Contractor will provide a monthly updated list of approved employees to the Maintenance Director and the Building Principal, including name, shift, scheduled hours and the number of hours worked.

The Contractor will be expected to provide immediate cleaning services to remove debris interfering with building operation, address "sick calls", and to attend to emergency needs. The Contractor will be expected to provide immediate cleaning services to remove vomit, etc., and otherwise address "sick calls".

The Contractor will be expected to notify the Director of Maintenance and Operations of any minor repairs of an emergency nature in order to ensure the health and safety of building inhabitants, e.g. glass repairs, minor plumbing adjustments, ceiling tile replacements, light bulb replacements, roof leaks, equipment failure, no heat situations, etc.

Article 3:

CLEANING PROCEDURES

This section discusses cleaning procedures by function. It provides information on daily, weekly and other cleaning procedures in these areas:

1. Entrances, Lobbies, and Corridors.
2. Classrooms and laboratories.
3. Offices, lounges, and conference rooms.
4. Restrooms, Locker rooms, Showers and Dressing Areas.
5. Cafeterias and lunch areas.
6. Shops and other service areas.
7. Gyms and multipurpose rooms.

Entrances, Lobbies and Corridors

These areas are generally the first areas seen by students, staff and visitors. Their condition and cleanliness leaves a lasting impression on all that enter the building. It is of the utmost importance that these areas are maintained to a standard of excellence.

Considerable dirt is carried in and deposited in entryways and corridors. The custodian's schedule should include adequate time to sweep these areas of travel more often than once a day. Regular sweeping or snow removal from the sidewalks outside of entryway doors will prevent some dirt and sand from entering the building. Snow and ice should be removed from the entryway as soon as possible using sand or ice melt to avoid slips and falls. Use only those ice melt products that are approved by the school district. Some entryways have floor mats to serve as a dirt and sand trap. These must be cleaned periodically, or daily during the 'mud' season. Entryway carpet is cleaned most effectively with an extractor running the rinse cycle 1-3 times. Fans need to be on during this process to speed drying and help prevent mildew.

Daily:

- Empty waste receptacles, remove debris, police entrance for snow, leaves, and litter, and remove.
- If floor is resilient tile, dust mop floors with a wide, treated dust mop, keeping the dust mop head on the floor at all times. Pick up soil from floor with dustpan. With a lightly dampened mop, spot-mop floors as necessary to remove soil.
- Vacuum carpet areas and mats; remove gum and soil spots.
- Disinfect drinking fountains. (*see following procedures*)
- Clean entrance door glass.
- Post Colors twice a day.

Weekly:

- Dust the tops of lockers, fire closets, extinguishers and window casings. (Low dusting, below 5')
- Clean glass partitions, display cases, and interior door glass.
- Spot-clean finger marks and smudges on walls, door facings, and doors. Use detergent solution in spray bottle and a cloth.
- Dust Furniture.
- Restore floor finish on non-carpeted floors.

Monthly:

- High dust vents, lights, pipes, venetian blinds, over doorways, hanging light fixtures and connecting and horizontal wall surfaces. (High dusting, above 5')

Note: When cleaning stairways, on a routine schedule clean out the corners and the edges of each step. Remove gum, etc. with a putty knife. Damp mop or spot clean as necessary.

Classrooms, Laboratories, Art & Music Rooms

There is more time spent in classroom cleaning than any other phase of custodial duties. Valuable time and many steps can be saved by careful planning. Due to the many different types of furniture and equipment used in the classroom, a careful analysis should be made to determine how to clean each room in the shortest time with the fewest steps and still maintain the required standard of cleanliness. To keep a classroom clean will entail much more than just sweeping the floor and dusting the furniture. It will require a custodian with a willingness to work, a custodian who takes pride in his/her work and one who is interested in the welfare of the youngsters. Some classrooms will have desks that may be shifted from side to side each day as you clean the floor, while others have tables that can only be moved a few inches. Some furniture in the rooms can be rolled away from the wall to make sweeping easier; other furniture is stationary and must be cleaned around and underneath. Tables and desks must be wiped off with disinfectant. The custodian cart will hold the necessary equipment and materials to clean classrooms.

Classrooms should have adequate lighting. Check for burned out tubes or bulbs and replace them with bulbs of the same wattage.

Daily:

- Empty waste receptacles and replace liners.
- Vacuum traffic patterns on carpets floors; remove gum and soil spots.
- Dust mop and wet mop tiled floors.
- Clean glass in doors and partitions.

Weekly:

- Dust furniture surfaces and damp clean desk and table tops. (low dusting, below 5 feet)
- Empty pencil sharpeners.
- Vacuum carpeted areas thoroughly.
- Clean door surfaces.

Twice Monthly:

- Restore floor finish on non-carpeted floors.
- Clean whiteboards/marker trays. (Only if requested by classroom teacher)

Monthly:

- High dust vents, lights, pipes, venetian blinds, and connecting vertical and horizontal wall floors. (high dusting, above 5 feet)
- Vacuum upholstered furniture.

Office areas: (Principal's office, Special Education Offices, Guidance Offices)

The office areas are to be cleaned and maintained by the Uxbridge Schools Day and Backup Custodial Staff. The information listed below is for reference only. The items listed are work expectations if substitute coverage should ever be required. These areas are NOT to be included with the vendor's base bid.

Most of the same cleaning procedures, as outlined for 'Classroom Cleaning' in the previous section, can be followed for cleaning office areas, faculty lounges, conference rooms, libraries, media center areas, etc.

Daily:

- Empty waste receptacles and damp clean.
- Clean chalkboards and chalk trays and dry erase marker boards.
- Vacuum traffic patterns on carpeted floors and remove gum and soil spots.

- Dust mop and wet mop tiled floors.
- Clean glass in doors and partitions.

Weekly:

- Dust furniture surfaces and damp clean tabletops. (low dust below 5 feet)
- Empty pencil sharpeners.
- Vacuum carpeted areas thoroughly.
- Clean door surfaces.

Monthly:

- Restore floor finish on non-carpeted floors.
- High dust vents, lights, pipes, venetian blinds, and connecting vertical and horizontal wall surfaces. (High dust above 5 feet)

Teacher's Lounge, Conference Rooms, Teacher's work rooms

Daily:

- Empty waste receptacles and damp clean.
- Clean chalkboards and chalk trays and dry erase marker boards.
- Vacuum traffic patterns on carpeted floors and remove gum and soil spots.
- Dust mop and wet mop tiled floors.
- Clean glass in doors and partitions.

Weekly:

- Dust furniture surfaces and damp clean tabletops. (low dust below 5 feet)
- Empty pencil sharpeners.
- Vacuum carpeted areas thoroughly.
- Clean door surfaces.

Monthly:

- Restore floor finish on non-carpeted floors.
- High dust vents, lights, pipes, venetian blinds, and connecting vertical and horizontal wall surfaces. (High dust above 5 feet)

Restrooms, Locker Rooms and Showers

Daily:

- Empty waste receptacles and change liners.
- Thoroughly clean and disinfect toilets and urinals.
- Thoroughly clean and disinfect shower rooms and dressing rooms.
- Restock dispensers: soap, paper towel, toilet tissue and sanitary napkins.
- Clean mirrors; clean and disinfect urinals and stools; clean basins; polish stainless steel and chrome surfaces.
- Spot wash walls, lockers, and partitions.
- Dust mop and wet mop floors with disinfectant solution.

Weekly:

- Damp clean and polish partition thoroughly.
- Pour at least one gallon of water down floor drains.
- Dust wall and ceiling vents.
- Clean doors and wall tile.

Twice Monthly:

- De-scale fixtures.
- Scrub floor with floor scrubber.

Cafeterias, lunch areas, and kitchen areas:

The cafeteria, lunch areas, and kitchens are to be cleaned and maintained by the Uxbridge Schools Day and Backup Custodial Staff. The information listed below is for reference only. The items listed are work expectations if substitute coverage should ever be required. These areas are NOT to be included with the vendor's base bid.

Daily:

- Clean table tops with disinfectant.
- Empty waste receptacles and replace liners.
- Dust mop and wet mop tiled areas.
- Vacuum carpeted areas and mats, remove gum and soil spots.
- Disinfect drinking fountains.
- Restore floor finish on non-carpet floors.

Weekly:

- Clean glass partitions, display cases, and interior door glass.
- Spot clean walls.
- Dust furniture, fire closets and extinguishers. (low dusting, below 5 feet)

Twice Monthly:

High dust vents, lights, pipes, venetian blinds, and connecting vertical and horizontal wall surfaces. (High dusting, above 5 feet)

Gyms and Multipurpose Rooms**Daily:**

- Empty waste receptacles and replace liners.
- Dust mop court floors and spot clean using recommended treatment for dust mop.
- Clean glass in doors and partitions.
- Clean and disinfect drinking fountains.
- Vacuum traffic patterns on carpeted floors; remove gum and soil spots.
- Dust furniture.
- Dust mop and wet mop tiled floors.
- Spot clean walls; remove graffiti.

Weekly:

- Vacuum carpeted areas thoroughly.
- Dust mop court floors and wash court with auto-scrubber and proper cleaning solution for wood court floors
- Clean door surfaces.
- Vacuum upholstered furniture. Clean all wooden and vinyl furniture. (low dusting, below 5 feet)
- Clean and polish brass or chrome.
- Spray buff tiled floors; remove scuffmarks.

Monthly:

- High dust (above 5') or vacuum vents, lights, pipes, venetian blinds, drapes, connecting horizontal and vertical wall surfaces.

Annually:

- Reseal floor using manufacturer's recommended procedures and finishes.

CLEANING IN ALL LOCATIONS/AREAS

Special Operations During December, February, April School Vacations

- Scrub all corridor tile floors, refinish with three coats of floor finish.
- Wash/Scrub stairs/landings, apply floor finish as required.
- Wash walls and floors in restrooms, locker rooms.
- December break: Wash/Disinfect tops of desks
- February break: Extract/shampoo carpets

Annual Cleaning (Summer break)

- Floor Finish for all hard surface floor areas (IE: VCT):

The Uxbridge Schools currently utilizes a "Scrub + recoat" system reduces product use to help preserve the environment and promote "Green Cleaning" by reduction in product use and conservation on unnecessary labor. This system will be an acceptable method. The schedule listed is a prescribed schedule to follow if this system is part of the vendor's submission.

1st year of contract strip and apply 5 coats of floor finish

2nd year of contract scrub and recoat with 5 coats minimum of floor finish

3rd year of contract scrub and recoat with 5 coats minimum of floor finish

- Screen wood gymnasium floors, apply three coats of urethane.

Note: all schools are currently using oil-modified urethane that meets or exceeds all industry standards for wear ability and EPA VOC guidelines

- Clean all heating/air vents.
- Pressure wash locker rooms.
- Wash whiteboards and marker trays.
- Scrape gum off desks, wash desks thoroughly.
- Wash interior/exterior of glass partitions.
- Scrub stairs, strip/refinish all landings.
- Scrub/seal all concrete floors.
- Wash carpet.
- Dust venetian blinds.
- Kitchen ventilation/hood maintenance.
- Scrub all chairs.
- Wash all counters.
- Extract/shampoo carpets
- Wash heat covers.
- Wash all metal and wood doors and door hardware.
- Glass interior/exterior will be washed and dried

Uxbridge Public Schools will supply a secure and locked area for successful bidder to store all materials and cleaning supplies. It is the contractor's responsibility to keep this area neat and clean at all times. This area will be subject to inspection by a school department administrator on an ongoing basis.

Article 4:

Frequency of Service

Monday through Friday in accordance with the school calendar during evening hours. It is anticipated that cleaning will occur on site during school operations, including summer months, unless other arrangements are agreed to.

Hours of Operation

The successful bidder will supply daily cleaning services at each school on the evenings of each week. Start times and end times will not interfere with the school day and will be determined by the Uxbridge Public School Department. Certain areas may not be accessible due to scheduling conflicts. Flexibility is needed to cooperate with the needs of our staff and community. Hours of Operation can be adjusted during school vacations as long as the proposed adjustment is mutually beneficial and agreed upon by both parties.

School Vacations

During all vacation periods, including summer months, the successful bidder will see that the following services are provided at a minimum of three (3) days in the week for areas that are being utilized by school staff. It is mandatory that the services be provided on the day before the return to school to ensure that all areas are ready for full occupancy.

Three times during the vacation week:

- Empty trash
- Vacuum carpeted areas
- Dry mop tile floor

Restrooms schedule for use during the vacation week:

Daily:

- Clean, disinfect, deodorize basins, bowls, urinals.
- Sweep and damp mop floors using sanitizing solution.
- Replenish hand towels, toilet issues, hand soap.
- Spot wash walls, partitions, stalls.
- Spray polish mirrors, bright work.
- Check walls, partitions, doors, etc. for graffiti and remove.
- Empty trash receptacles.
- Maintain sanitary napkin dispensers.

Article 5:

Payment

Payment will be made on a monthly basis within receipt of proper invoicing from vendor.

Article 6:

Length of Contract

A three-year contract will be awarded commencing July 2011 through June 30, 2014. The Uxbridge School Committee reserves the right to extend the current contract if deemed to be in the best interest of the Town of Uxbridge. Contract may be terminated upon forty-five (45) written notice by either party.

Article 7:

Annual Projects to be completed during the month of August prior to the opening of school.

The successful bidder rotary sand/screen the hardwood gymnasium floors located at both schools and apply two (2) coats of finish during the Thanksgiving school vacation week. NOTE: THIS WILL ONLY BE IN EFFECT THE LAST YEAR OF THE CONTRACT. Bidder will supply floor finish for this project. Each school building must be completed and ready for student occupancy at least fourteen (14) days prior to the opening of school. Successful bidder must provide daily services the day before school begins each school year. In the event this requirement is not met, the bidder will be fined **\$250** per day at each location that is not in compliance with this specification.

It is further understood that the above amount will be deducted from that month's payment invoice. Uxbridge Public Schools will require a walk-through inspection at each location at this time. Cleaning company principals and system administrators will participate in the walk-through.

Additional areas to be cleaned in all locations

- Health room
- Teachers' room/lounge
- Conference room
- Main lobby
- Main corridor
- Clerical room/photocopy room (clean and empty trash)
- Drinking fountains in cafeteria and throughout building

Article 8:

**QUICK REFERENCE
MASTER CUSTODIAL SCHEDULE**

Services	Daily	Weekly	Monthly	Annually	As Needed
Trash pick-up	X				
Recycle pick-up	Alternate days				X
Sweep, wet mop, disinfect restroom floors	X				
Clean, disinfect restroom fixtures	X				
Restock restroom supplies	X				
Dust mop all hard surface floors	X				
Vacuum entry mats and carpet in traffic areas	X				

Clean tables, counters, floors, sinks in break rooms	X				
Clean, disinfect drinking fountains	X				
Sweep, clean loading dock areas	X				
Change kitchen or coffee station liners	X				
Sweep, vacuum stairwells		X			
Vacuum traffic areas	X				
Vacuum non-traffic areas		X			
Detail vacuum			X		
Low dusting (Below 5 feet)		X			
High dusting (Above 5 feet)			X		
Wet mop stairs		X			
Change trash liners					X
Extraction of all carpet areas				Twice Annually	
Wet scrub and wax floors (Corridors)				ALL VACATIONS	
(Classrooms)				SUMMER	
Clean ceiling vents				X	
Clean, dust upholstered furniture				X	
Window blind cleaning				X	
Clean entry glass	X				
Litter patrol around building, parking areas	X				
Sweep and clean building entry	X				
Replace light bulbs & tubes					X
Clean Fluorescent Fixtures and Diffusers				X	

Respond to emergencies					X
Unplug drains					X
Deliver recycle and garbage barrels					X
Clean spills					X
Vandalism, transient debris clean-up					X
Clean gym/multipurpose floor	X				

Article 9.

Contractor Background Information and Owner Evaluation Criteria

Bidders must meet the following minimum qualifications in order to qualify for consideration:

1. Five (5) years or more experience in the business of building cleaning and custodian services.
2. Established business presence within a twenty (20) mile radius of the Town of Uxbridge.
3. Two or three years of experience in providing cleaning and custodial services to public or private schools/colleges or publicly owned buildings.

VENDOR APPLICATION/STATEMENT OF QUALIFICATION

1. Business Name _____

2. Address & Telephone Numbers (800 if available)

A. _____
Principal Place of Business

B. _____
Project Manager or Sales Representative

C. _____
Quotations

D. _____
Order Placement

E. _____
Accounts Receivable

3. Federal ID/SSN Number: _____

4. General classification of business or character of work performed:

5. Doing Business As:
Contractor _____; Manufacturer _____; Wholesale/Dist. _____;
Dealer _____; Other _____; Individual _____;
Partnership _____; Corporation _____;
In the State of: _____

6. Year Organized: _____

7. Number of years engaged in this business under present business name:
_____ If under another name, supply details:

8. Standard conditions of order: a) minimum dollar amount, if any:
\$ _____, b) terms _____
c) F.O.B. _____

9. If a contractor, what categories of work do you perform with your own forces.

10. Major current projects (include name of project, owner, contract amount, percent complete and scheduled completion date. Attach separate sheet if necessary.

11. List any projects completed for the Town of Uxbridge within the last five (5) years. Include name, gross amount, completion date, and owner representative.

12. Has this business ever defaulted on a contract? _____

13. Has this business ever failed to complete any project awarded to it?

14. List your major equipment available. _____

15. List and provide a brief resume of key personnel available to manage and supervise:

16. Trade references:

17. List banks with which your firm does business. Do you grant permission to responsible Uxbridge Administrator to contact these banks? _____

18. Name of bonding company and address of agent: _____

19. If submitted with a proposal, list projects that are similar to this project and/or the major projects completed by this business in the past five (5) years. Include name of project, owner, contract amount and completion date. Attach separate sheet if necessary.

20. Number of full-time employees: _____ AA/EEO Employer: _____

a) Family, sales or ownership relationship between the bidder and the Town of Uxbridge. You're your concern meet any of the following US Government criteria:

A. _____ Minority Enterprise Concern. A minority enterprise is one that is at least fifty (50) percent owned by minority group members, or in the case of a publicly owned business, at least fifty-one (51) percent of the stock is owned by minority group members. (If checked above, indicate ethnic group below.)

_____ Black American (not Hispanic origin); _____ Asian American;
_____ American Indian/Alaskan Native; _____ Hispanic American.

B. _____ Small Business Concern. A business independently owned and operated, not dominant in its field and meets employment and/or sales standards developed by the Small Business Administration.

C. _____ Labor Surplus Area Concern. A business located in an area designated by the US Government, Department of Labor, in which unemployment exceeds the national average.

I certify the above information to be correct and authorize the Town of Uxbridge to investigate all facts contained herein, including facility visitation.

Dated at _____ this _____ day of _____, 2011.

Name of Organization

By _____

Title _____

State of _____)SS County of _____)SS

_____ being duly sworn,
deposes

and says that he is _____ of _____
Name of Organization

and that the answers to the foregoing questions and all statements contained therein are true and correct. Sworn to before me this _____ day of _____ 2011.

Notary Public

EVALUATION CRITERIA

In accordance with Chapter 30B, Section 6, bids will be evaluated in accordance with the criteria set forth below. This permits the Town of Uxbridge to award the bid to the best qualified responsible, responsive bidder, taking into consideration both price and service quality. Bidders must provide written documentation to allow the Town of Uxbridge to evaluate proposals in accordance with the criteria below:

1. *Quality of references provided by other public or private schools/colleges or publicly owned buildings.*

Highly Advantageous – All references provide unqualified, excellent recommendations and report excellent service with rare problems that are resolved quickly.

Advantageous – Most references provide qualified but strong recommendations and report good service with some problems, most of which were resolved quickly.

Not Advantageous – Most references provide qualified and average recommendations and report fair service with some problems, some of which were resolved quickly.

Unacceptable – Most references provide qualified and below average recommendations and report fair service with frequent problems, few of which were resolved quickly.

2. *Years of service working for bidder by staff proposed for project.*

Highly Advantageous – Eighty to one-hundred percent of the hours of service provided to the Town of Uxbridge will be provided by staff with one or more years service with the bidder.

Advantageous – Sixty to eighty percent of the hours of service provided to the Town of Uxbridge will be provided by staff with one or more year's service with the bidder.

Not Advantageous – Thirty to sixty percent of the hours of service provided to the Town of Uxbridge will be provided by staff with one or more year's service with the bidder.

Unacceptable – Less than thirty percent of the hours of service provided to the Town of Uxbridge will be provided by staff with one or more year's service with the bidder.

3. *Experience of the bidder in providing building cleaning services to public or private schools/colleges or publicly owned buildings.*

Highly Advantageous – Five or more years of experience in providing cleaning and custodial services to public or private schools/colleges or publicly owned buildings.

Advantageous – Three to five years of experience in providing cleaning and custodial services to public or private schools/colleges or publicly owned buildings.

Not Advantageous – Two to three years of experience in providing cleaning and custodial services to public or private schools/colleges or publicly owned buildings.

Unacceptable – Less than two years of experience in providing cleaning and custodial services to public or private schools/colleges or publicly owned buildings.

4. *Bidders experience in providing similar building cleaning services in the Uxbridge area. For the purposes of this section, similar shall mean equivalent in building size, building type, or client type (education, public sector).*

Highly Advantageous – Eight or more similar cleaning contracts within a twenty (20) mile radius of the Town of Uxbridge.

Bidders experience in providing similar building cleaning services in the Uxbridge area. For the purposes of this section, similar shall mean equivalent in building size, building type, or client type (education, public sector).cont.

Advantageous – Four to seven similar cleaning contracts within a twenty (20) mile radius of the Town of Uxbridge

Not Advantageous – Two or three similar cleaning contracts within a twenty (20) mile radius of the Town of Uxbridge.

Unacceptable – One year or less similar cleaning contract within a twenty (20) mile radius of the Town of Uxbridge.

5. *The bidders service plan includes provisions for excellent supervision and prompt problem resolution.*

Highly Advantageous – The bidder has on-site staff supervision for ninety (90) percent or more of the time the contractor is on premises and has a service quality plan that includes daily senior management quality assurance follow-up and twenty-four (24) hour resolution of service problems.

Advantageous – The bidder has on-site staff supervision for sixty (60) to ninety (90) percent of the time the contractor is on premises and has a service quality plan that includes twice weekly senior management quality assurance follow-up and forty-eight (48) hour resolution of service problems.

Not Advantageous – The bidder has on-site staff supervision for thirty (30) to sixty (60) percent of the time the contractor is on premises and has a service quality plan that includes weekly senior management quality assurance follow-up and seventy-two (72) hour resolution of service problems.

Unacceptable – The bidder has on-site staff supervision for less than thirty (30) percent of the time the contractor is on premises and has a service quality plan that includes less than weekly senior management quality assurance follow-up and ninety-six (96) hour resolution of service problems.