

TOWN OF COLCHESTER
CONTRACT & BIDDING DOCUMENTS
Janitorial Services



Prepared By:

**Town of Colchester
Department of Public Works
781 Blakey Road
Colchester, VT 05446**

Contact:

**Melaney MacKay
Operations Coordinator**

November 2019

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INFORMATION FOR BIDDERS

Bids for **Janitorial Services for the Town of Colchester Buildings** (herein called SERVICES), will be received by the Town of Colchester (herein called the "OWNER"), at the Colchester Town Office at 781 Blakely Road, Colchester, Vermont until **Friday, November 1 at 1:00 PM**, and then at said office publicly opened and read aloud. The contract for the SERVICES described within these specifications will be for a period of three years, with an annual adjustment in compensation to the CONTRACTOR based on the CPI-W, Northeast Urban, Class B/C (all items).

Each bid must be submitted in a sealed envelope addressed to the Town of Colchester at 781 Blakely Road, Colchester, Vermont. Each sealed envelope containing a bid must be plainly marked on the outside a **Bid for Janitorial Services**, and should bear on the outside the name of the bidder, and its address. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Town of Colchester, Attn: Melaney MacKay, 781 Blakey Road, Colchester, Vermont 05446.

All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Bidders shall remove and submit the bid form separate from the volume of contract documents.

The Owner may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 10 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the bid schedule by examination of the site(s). After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

All addenda so issued shall become part of the contract documents.

Prospective bidders and their agents will be permitted to make, at their own responsibility and expense, such investigations over the site(s) of the proposed work as they deem necessary. They must satisfy themselves by personal examination of the locations of the proposed work, and by such other means as they deem necessary, as to the actual conditions and requirements of the work. Prices bid shall include every; and all costs for the completion of the work as indicated in the Specifications and the attached Scope of Work.

Each bidder is responsible for inspecting the site(s) and for reading and being thoroughly familiar with the contract documents. A walk-through of all buildings will be offered on **Monday, October 28 at 10:00 AM**. Any bidder interested should come to the Colchester Town Office, Department of Public Works located on the 2nd Floor, 781 Blakely Road, Colchester, VT on Monday, October 28 at 10:00 AM.

At the time of the opening of bids, each bidder will be presumed to have inspected the site(s) and to have read and to be thoroughly familiar with the contract documents (including all addenda). The failure or omission of any bidder to receive or examine any form, instrument, or documents shall in no way, relieve any bidder from the obligation in respect to its bid.

The contract documents contain the provisions required for the services provided. Information obtained from any officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve it from fulfilling any of the conditions of the contract.

The Owner may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner, all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

A conditional or qualified bid will not be accepted.

Award will be made to the lowest responsive, responsible Bidder or otherwise guided by the Owner's procurement policies.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the certificates of insurance within ten (10) business days from the date when Notice of Intent to Award is delivered to the bidder. The Notice of Intent to Award shall be accompanied by the necessary Agreement and contract forms. In case of failure of the Bidder to execute the Agreement, the Owner may, at its option, consider the Bidder in default.

The Contractor shall not commence work under this contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

The Contractor shall take out and maintain during the life of this contract such Comprehensive General Bodily Injury Liability and Property Damage Liability Insurance and Automobile Bodily Injury Liability and Property Damage Liability as shall protect itself and its subcontractor performing work covered by this contract for claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations by itself or by any subcontractor or by anyone directly or indirectly employed by either of them.

The Owner, within ten (10) business days of receipt of acceptable certificates of insurance and Agreement signed by the party to whom the Agreement was issued, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may by written notice, withdraw its signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Notice To Proceed shall be issued within ten (10) days of the execution of the Agreement by the Owner. Should there be reasons why the Notice To Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice To Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

A pre-work conference will be held in the Colchester Town Office at 781 Blakely Road soon after delivery of the Notice To Proceed. The Contractor will be notified of the exact time and date. Topics of discussion shall include coordination and scheduling of work requirements by all concerned parties.

The party to whom the contract is awarded shall provide the following at the pre-work meeting:

- SDS sheets for all chemicals to be used and/or stored on site
- Certificate of Liability Insurance
- W-9

This project is subject to all of the Safety and Health Regulations (CFR 29, Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974. The Contractor is urged to become familiar with the requirements of these regulations.

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CONTRACT ITEMS

Janitorial Services – Town Buildings

Scope of Work

Base Bid

The Scope of Work of the Base Bid of this Contract shall include providing all labor, materials, tools, equipment, supplies and supervision necessary to complete the specified janitorial services at **The Town Office Building – 781 Blakely Road, The Police Department – 835 Blakely Road, The Burnham Memorial Library – 898 Main Street, The Colchester Meeting House – 830 Main Street, The Bayside Activity Center - 36 Blakely Road, Rescue – 687 Blakely Road, The Town Garage – 711 Blakely Road and the Airport Park Maintenance Facility - 500 Colchester Point Road** . The total price provided on the BID FORM for each item, shall include all equipment and supplies necessary to complete the tasks. Contractor shall supply:

- All necessary equipment to complete the specified work.
- All cleaning products.
- All soap and soap dispensers for bathrooms.
- All paper products (toilet paper, paper towels, trash bags and liners)
- All cleaning materials must be stored and kept locked in the designated janitorial closet or storage space for each facility. This includes the materials from the SDS sheets that were provided by the contractor.

Item #1 – Colchester Town Office Building (781 Blakely Road)

GENERAL INFORMATION

The following estimates are provided to assist the bidders in preparing their bids. Bidders must satisfy themselves of the accuracy of the estimated quantities by examination of the site. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

- Total square footage of the Town Office Building: Approximately **12,800** sq. ft.
 - Carpet: 10,000 sq. ft.
 - Vinyl: 800 sq. ft.
 - Slate: 2,000 sq. ft.
- Number of employees working in the Municipal Office Building:
 - 35 full-time employees in the Municipal Offices, where the normal hours of operations are 7:30 AM – 4:30 PM, Monday – Friday

BASIC CONTRACT

The following tasks are included in the basic contract for janitorial services in The Town Office Building. All tasks will be completed after 5:30 PM.

TOWN OFFICES - 781 Blakely Road	Schedule of Services				
	M-W-F	Daily	Weekly	Monthly	Annually
Centralized Locations					
Remove trash/replace liners as needed			X		
Remove recycling			X		
All Office Areas					
Vacuum carpet traffic areas	X				
Detail vacuum carpets - edges, under desks, etc.				1 st M&W	
Mop hard floors			F		
Spot clean interior glass				1 st M&W	
Full clean interior glass					X
Dusting - all flat surfaces including computers - no desktops				1 st M&W	
Wipe and disinfect telephones				1 st M&W	
Restrooms (4)					
Remove trash and replace liners		X			
Restock paper products & soap		X			
Clean mirrors		X			
Clean and sanitize toilets & sinks (inside and out)		X			
Wipe trash receptacles		X			
Disinfect light wall switches and door handles		X			
Clean and mop floors		X			
Wipe partitions				3 rd M	
Spot clean walls				3 rd M	
Kitchen					
Remove trash and replace liners	X				
Clean and mop floors	X				
Wipe counters, tables and chairs	X				
Spot clean walls			W		
Wipe cabinet faces & outside refrigerator			W		
Restock paper towels			W		
Basement Bathroom and Showers					
Remove trash and replace liners			T & TH		
Restock paper products & soap			T & TH		
Clean mirrors			T & TH		
Clean and sanitize toilets, showers sinks (inside and out)			T & TH		
Wipe trash receptacles			T & TH		
Disinfect light wall switches and door handles			T & TH		
Clean and mop floors			T & TH		
Spot clean walls			T & TH		

TOWN OFFICES - 781 Blakely Road (continued)	Schedule of Services			
	M-W-F	Weekly	Monthly	Annually
Lobbies				
Vacuum floors	X			
Wet mop floors	W&F			
Wipe counters	X			
Spot clean glass doors and windows	X			
Clean drinking fountains	X			
Full clean of entrance door glass		W		
Dust window sills, furniture, etc.			4 th F	
Sweep exterior entrances		W		
Elevator				
Vacuum floor and track			2 nd W	
Mop floor			2 nd W	
Wipe walls and stainless			2 nd W	
Basement				
Mop exercise floor		W		
Remove trash and replace liner		W		
Wipe down and sanitize all workout equipment			2nd and 4th W	
			Once in January and July	
Vacuum entire basement surface				
Stairwells				
Sweep stairs and mop as needed		M		
Wipe handrails		M		
Dust/vacuum window sills and other flat surfaces		M		
Sweep stairs and mop as needed winter months		T & TH		
3rd Floor				
Clean Restrooms (2)			2nd and 4th M	
Clean meeting room, vacuum, wipe down hard surfaces			2nd and 4th M	
Clean Executive Session Room, vacuum, wipe down hard surfaces			2nd and 4th M	
Hallways, vacuum			4th M	
Remove trash and replace liner and empty recycling			F	
Project Work				
Full clean of all exterior glass, inside and out				X
Shampoo carpets				X
Wipe all wood walls and partitions				X
Maintenance of marmoleum and slate floors - scrub, seal, etc.				X
Supplies and Janitor Closets				
Clean and straighten supplies & equipment		F		
Take supply inventory		F		

Item #2 – Police Department (835 Blakely Road)

GENERAL INFORMATION

The following estimates are provided to assist the bidders in preparing their bids. Bidders must satisfy themselves of the accuracy of the estimated quantities by examination of the site. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

- Total square footage of cleanable space within the Police Department Building: Approx 9,473 sq. ft.
 - Carpet: 5,000 sq. ft.
 - Tile: 3,875 sq. ft.
 - Epoxy: 598 sq. ft.
- Number of employees working in the Police Department Building:
 - 36 full-time employees in the Police Department Building, where the hours of operations are 24 hours a day 7 days a week.
- The employee who cleans the Police Department will be required to pass a finger print supported background check.

BASIC CONTRACT

The following tasks are included in the basic contract for janitorial services at the Police Department Building. All tasks will be completed between 9AM and 4 PM.

POLICE DEPARTMENT - 835 Blakely Road	Schedule of Services			
	M-W-F	Weekly	Monthly	Annually
All Office Areas and Dispatch				
Remove trash and recycling - replace liners as needed	X			
Vacuum carpet traffic areas	X			
Detail vacuum carpets - edges, under desks, etc.			X	
Spot clean interior glass		X		
Full clean interior glass			X	
Dusting - all flat surfaces including computers - no desktops		X		
Restrooms (7)				
Remove trash and replace liners	X			
Restock paper products & soap	X			
Clean mirrors	X			
Clean and sanitize toilets, sinks, showers - inside and out	X			
Wipe trash receptacles	X			
Disinfect light wall switches and door handles	X			
Clean and mop floors	X			
Dust outside of lockers - no cleaning inside lockers		X		
Wipe partitions		X		
Spot clean walls		X		

POLICE DEPARTMENT <i>(continued)</i>	Schedule of Services			
	M-W-F	Weekly	Monthly	Annually
Break Areas (2)				
Remove trash and replace liners	X			
Clean and mop floors	X			
Wipe counters, tables and chairs	X			
Spot clean walls		F		
Wipe cabinet faces & outside refrigerators		F		
Entrances and Common Halls				
Vacuum and mop floors	X			
Spot clean glass doors and windows	X			
Clean drinking fountains	X			
Full clean of entrance door glass		W		
Dust window sills, furniture, etc.		W		
Sweep exterior entrances - empty trash bins		W		
Holding Area - CHECK DAILY				
Remove trash and replace liners	X			
Clean and mop floors	X			
Wipe counters, tables and chairs	X			
Spot clean walls	X			
Wipe all stainless	X			
Fitness Room				
Remove trash and replace liners	X			
Vacuum, clean and mop floors		F		
Spot clean mirrors		F		
Full clean mirrors		F		
Elevator				
Vacuum floor and track	X			
Mop floor	X			
Wipe walls and stainless		M		
Stairwells				
Sweep stairs and mop as needed	X			

Item #3 – Bayside Activity Center (36 Blakely Road)

GENERAL INFORMATION

The following estimates are provided to assist the bidders in preparing their bids. Bidders must satisfy themselves of the accuracy of the estimated quantities by examination of the site. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

- Total square footage of the Bayside Activity Center: Approximately **1,515** sq. ft.
 - Vinyl: 1,515 sq. ft.
- The Bayside Activity Center is single story building open Monday, Wednesday and Friday from 10 AM to 4PM offering various recreational activities.

BASIC CONTRACT

The following tasks are included in the basic contract for janitorial services at The Bayside Activity Center. All tasks will be completed on **Monday and Thursdays after 9 PM.**

BAYSIDE ACTIVITY CENTER - 36 Blakely Road	Schedule of Services		
	Weekly	Monthly	Annually
Clean and mop floors	M & TH		
Clean, mop and restock restrooms	M & TH		
Take supply inventory	TH		
Remove trash and replace liners in entire building	M & TH		
Mop kitchen floor	M & TH		
Full clean of all exterior glass, inside and out			X
Dust high areas, corners, baseboards, window sills, etc.		X	

Item #4 – Colchester Meeting House (830 Main Street)

GENERAL INFORMATION

The following estimates are provided to assist the bidders in preparing their bids. Bidders must satisfy themselves of the accuracy of the estimated quantities by examination of the site. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

- Total square footage of the Meeting House: Approximately **4,200** sq. ft.
 - Carpet: 3,000 sq. ft.
 - Vinyl: 1,200 sq. ft.
- The Meeting House is a two story building. There are functions and meetings scheduled throughout the week at various times. Cleaning shall be scheduled on Saturday or Sunday. There may be times when cleaning may not occur on this schedule due to meetings or special events such as elections. Exceptions to the schedule will be at the discretion of the Library. The Library will be responsible for notifying the Contractor of such exceptions.

BASIC CONTRACT

The following tasks are included in the basic contract for janitorial services at the Colchester Meeting House. All tasks will be completed on Saturday or Sunday.

MEETING HOUSE - 830 Main Street	Schedule of Services		
	Weekly	Monthly	Annually
Vacuum the Main Street entrance area mats and floor	X		
Vacuum the main hall meeting area	X		
Clean and restock the two restrooms	X		
Vacuum the vestibule area in front of the restrooms	X		
Vacuum stairs down to the basement	X		
Sweep and mop downstairs	X		
Take supply inventory	X		
Dust all baseboards, chair rails, window sills, etc.		X	
Sweep and mop downstairs back hallway	X		

Item #5 – Burnham Memorial Library (898 Main Street)

GENERAL INFORMATION

The following estimates are provided to assist the bidders in preparing their bids. Bidders must satisfy themselves of the accuracy of the estimated quantities by examination of the site. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

- Total square footage of the Library: Approximately **9,000** sq. ft.
 - Carpet: 9,000 sq. ft.
 - Vinyl/Slate 696 sq. ft.
- The Library is a two story building and is open year round to the public during the hours listed below:
 - Monday 10AM to 8PM**
 - Tuesday 10AM to 6PM**
 - Wednesday 10AM to 8PM**
 - Thursday 10AM to 6PM**
 - Friday 12PM to 5PM**
 - Saturday 9AM to 3PM**

BASIC CONTRACT

LIBRARY – 898 Main Street	Schedule of Services				
	M-T-T-Sat	Weekly	M-F	Monthly	Annually
Centralized Locations					
Remove trash/replace liners as needed		X			
Remove recycling		X			
All Areas					
Vacuum carpet traffic areas	X				
Vacuum carpets in public areas—under tables, etc		X			
Detail vacuum carpets—edges, under desks, etc				X	
Mop hard floors		X			
Dust all table tops & ledges on inside & outside of office windows		X			
Wipe and disinfect telephones		X			
Clean drinking fountains		X			
Clean outside of display case glass		X			
Restrooms (3)					
Remove trash and replace liners			X		
Restock paper products & soap			X		
Clean mirrors			X		
Clean and sanitize toilets & sinks - inside and out			X		
Empty & clean feminine hygiene bins in women's bathrooms			X		
Clean counter tops			X		
Clean and mop floors			X		

The following tasks are included in the basic contract for janitorial services at the Burnham Memorial Library. All tasks will be completed during the week after 6:30PM and on Saturday after 3PM.

LIBRARY (continued)	Schedule of Services			
	M-T-T-Sat	Weekly	Monthly	Annually
Kitchen				
Clean and mop floors		X		
Wipe counters, tables and chairs		X		
Slate Entry Way				
Vacuum floors	X			
Wet mop floors	X			
Clean all glass doors in upstairs and down entry ways	X			
Clean all glass panels in upstairs and down entry ways			X	
Stairway				
Clean and mop stairwell		X		
Supplies and Janitor Closets				
Clean and straighten supplies & equipment	X			
Take supply inventory		X		
Project Work - Upon Request	UPON REQUEST			
Full clean of all exterior glass, inside and out				
Shampoo carpets				
Strip and seal kitchen & multi-purpose room floors				

Item #6 - Rescue (687 Blakely Road)

GENERAL INFORMATION

The following estimates are provided to assist the bidders in preparing their bids. Bidders must satisfy themselves of the accuracy of the estimated quantities by examination of the site. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

- Total square footage of the Rescue Building: Approx. **5,000** sq. ft.
- Number of employees working in the Rescue Building:
 - 4 full-time employees in the Rescue Building, where the hours of operations are 24 hours a day 7 days a week.

BASIC CONTRACT

The following tasks are included in the basic contract for janitorial services at the Rescue Building. All tasks will be scheduled in advance.

RESCUE 687 Blakely Road
Semi Annual Cleaning of Carpets (April and October)
Semi Annual VCT strip and refinish (April and October)

Item #7 -Town Garage (711 Blakely Road)

GENERAL INFORMATION

The following estimates are provided to assist the bidders in preparing their bids. Bidders must satisfy themselves of the accuracy of the estimated quantities by examination of the site. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

- Total square footage of the Town Garage: Approx. **1,500** sq. ft.
 - Tile: 1,500 sq. ft.
- Number of employees working in the Town Garage:
 - 14 full-time employees in the Town Garage, where the normal hours of operations are 7AM to 3PM Monday through Friday.

BASIC CONTRACT

The following tasks are included in the basic contract for janitorial services at the Town Garage. All tasks will be completed on Monday, Wednesday and Friday after 5:30 PM.

TOWN GARAGE (711 Blakely Road)	M-W-F
Clean, sanitize and restock 2 bathroom, fixtures, mirrors, counters and restock (shower cleaning not included)	X
Vacuum all floors in office, restrooms and break room	X
Mop all floors in office, restrooms and break room	X
Empty trash containers in offices, restrooms and breakroom and replace bag	X

Item # 8 - Airport Park Maintenance Facility (500 Colchester Point Road)

GENERAL INFORMATION

The Contractor has acknowledged receiving the information below, and has been provided a tour of the facility. The Contractor shall not assert that there was a misunderstanding concerning the quantities of work or of the nature to be done.

Total square footage of the Airport Park Maintenance Building:

- Total tile floor cleaning area 1008 sq. feet.
- Number of employees working in building:
 - 4-5 Seasonal Employees (April – December)
 - 3 Full Time Year Round Employee
- Hours of operations: 7AM to 3PM Monday – Friday

BASIC CONTRACT

The following tasks are included in the basic contract for janitorial services at the Airport Park Maintenance Building. All tasks will be completed on Tuesday and Thursday after 3:00 PM from April to December and on Tuesday's only from January to March.

PARK MAINTENANCE BUILDING (500 Colchester Point Road)	MON/THURS.
Clean, sanitize 2 bathrooms including fixtures, mirrors, and counters (showers not included).	X
Vacuum all floors in office, restrooms, break room, and hallway.	X
Mop all floors in office, restrooms, break room, and hallway.	X
Clean and sanitize break room, countertops, tables and sink.	X

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BID FORM – Janitorial Services

Proposal of _____(hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as _____,

(a corporation, a partnership or an individual) to the Town of Colchester (hereinafter called "OWNER").

The bidder declares as follows:

- (1) the only parties interested in this bid as Principals are named herein;
- (2) this bid is made without collusion with any other person, firm, or corporation;
- (3) no officer or agent of the Owner is directly or indirectly interested in this bid;
- (4) it has examined carefully the location of the proposed work, proposed contract Agreement, and specifications therein referred to;
- (5) it has gathered and understands information relative to the locations of existing work locations, and is aware of apparent and latent conditions, and natural phenomena. The information carries no guarantee expressed or implied, as to its completeness or accuracy, and it has made due allowance therefore;
- (6) the Owner reserves the right to modify or delete items without affecting pricing of other items under this contract.
- (7) The Owner reserves the right to alter the schedule at any time due to changing circumstances that may result in either an increase or decrease in compensation to the Contractor.
- (8) it understands that the work under this contract is to commence on the date of issuance of the Notice To Proceed, and to be performed on the schedule provided by the owner for a period of 3 YEAR(s).
- (9) it acknowledges the receipt of the following addendum: (Must be filled out by the Contractor at the time of submission)
 - a) _____
 - b) _____
 - c) _____

and it proposes and agrees that, if this bid is accepted, it will contract with the Owner, in accordance with the copy of the contract documents deposited in the office of the Owner, this bid form being part of and included in a copy of said documents, to provide all necessary tools, apparatus, and other means to do all the work and furnish all the materials specified in this contract in the manner and time therein prescribed and according to the requirements of the Owner as therein set forth and that it will take in full payment for each item of work thereof, the contracted price applicable to that item as stated in the schedule below.

In submitting this bid, the undersigned understands and agrees that the Owner either prior to executing the contract Agreement, or at any time during the course of the work, may elect to omit certain portions of the work.

- (10) Unit prices listed on page 21 of the Bid Form, reflect yearly pricing for each location. The CONTRACTOR will invoice the OWNER monthly for the work performed. Each location shall be invoiced separately.

IN THE EVENT THAT THERE IS A DISCREPANCY BETWEEN THE UNIT PRICES WRITTEN IN WORDS AND FIGURES, THE PRICES WRITTEN IN WORDS SHALL GOVERN.

NOTES PERTAINING TO BID FORM:

- 1. Bidders must bid on all items in the bid form. All entries in the entire bid must be entered clearly and in ink; prices bid must be written in both words and figures.**

BID FORM

Item No.	Brief Description - lump sum Price (in both words and numerals)	Total Price (in numerals)
1.	Town Office – 781 Blakely Road _____dollars and_____cents (\$)	\$_____
2.	Police Department – 835 Blakely Road _____dollars and_____cents (\$)	\$_____
3.	Bayside Activity Center – 36 Blakely Road _____dollars and_____cents (\$)	\$_____
4.	Colchester Meeting House – 830 Main Street _____dollars and_____cents (\$)	\$_____
5.	Burnham Memorial Library – 898 Main Street _____dollars and_____cents (\$)	\$_____
6.	Rescue – 687 Blakely Road _____dollars and_____cents (\$)	\$_____
7.	Town Garage – 711 Blakely Road _____dollars and_____cents (\$)	\$_____
8.	Airport Park Maintenance Facility – 500 Colchester Point Road _____dollars and_____cents (\$)	\$_____

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NOTICE OF INTENT TO AWARD

TO:

PROJECT DESCRIPTION: Town of Colchester Janitorial Contract

The Owner has considered the bid submitted by you for the above described work in response to its Information for Bidders.

You are hereby notified that your bid has been accepted for Janitorial Services in the amount \$ _____. The breakdown of janitorial services is as follows:

BASE BID:

- Item No. 1 _____
- Item No. 2 _____
- Item No. 3 _____
- Item No. 4 _____
- Item No. 5 _____
- Item No. 6 _____
- Item No. 7 _____
- Item No. 8 _____

You are required by the Information for Bidders and Standard Terms and Conditions to execute the Agreement and furnish the required Contractor's certificates of insurance, within ten (10) business days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said certificates of insurance within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this *NOTICE OF INTENT TO AWARD* to the Owner.

Dated this _____ day of _____, 2019

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above *NOTICE OF INTENT TO AWARD* is hereby acknowledged.

By: _____ Date: _____

Title: _____

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AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between _____, hereinafter called "OWNER" and _____ doing business as (an individual, a partnership or a corporation) hereinafter called the "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the **Town of Colchester Janitorial Services.**
2. The CONTRACTOR will furnish all the material, supplies, tools, equipment, labor and other services necessary for the completion of the SERVICES described herein.
3. The CONTRACTOR will commence the WORK required by the CONTRACT DOCUMENTS on the date of issuance of the NOTICE TO PROCEED for a period of (3) years as described on page 29 of the "Notice to Proceed. 4.The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____ or as shown in the BID schedule
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - Information for BIDDERS
 - Scope of Work
 - Bid Form
 - Notice of intent to award
 - Agreement
 - Certificate of Acknowledgement
 - Certification regarding Debarment, suspension and other responsibility matters
 - Notice to Proceed
 - Standard Terms and Conditions
 - Certificate of Liability Insurance
 - W-9
6. OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in ____ copies, each of which shall be deemed an original on the date first above written.

OWNER: _____

BY: _____
(Signature)

Name: _____
(Print or Type)

Title: _____

CONTRACTOR: _____

BY: _____
(Signature)

Name: _____
(Print or Type)

Address: _____

_____ Phone #

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Certificate of Acknowledgement of Contractor
of a Corporation
for CONTRACT AGREEMENT

State of _____ }
County of _____ } SS:

On this _____ day of _____, 2019.
before me personally came _____,
to me known, who being duly sworn did say as follows:
that he/she resides at _____
and is the _____
of _____, the corporation described in and which executed the
foregoing instrument; that he/she knows the corporate seal or said corporation; that the seal affixed to
the foregoing instrument is such corporate seal and it was so affixed by order of the Board of Directors of
said corporation; and that by the like order he signed thereto his/her name and official designation.

Notary Public (Seal)

My commission expires _____

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**TOWN OF COLCHESTER
781 BLAKEY ROAD
COLCHESTER, VT 05446-0055**

***CERTIFICATION REGARDING
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS***

This certification needs to be completed by all Town of Colchester suppliers as required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510.

1. The Applicant certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause of default; and
2. Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Print Name

Signature

Title

Date

Company

Project Name

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NOTICE TO PROCEED

TO: _____ DATE: _____

Project: **Janitorial Services**

You are hereby notified to commence work in accordance with the Agreement dated, and you are to begin this work on _____ day of _____, 2019 for a period of 3 Year(s) with the contract ending on _____ day of _____, 2023.

Town of Colchester
(Owner)

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged.

By: _____

Title: _____

Date: _____

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**TOWN OF COLCHESTER
STANDARD TERMS AND CONDITIONS**

- 1. Definitions.** Whenever the words defined in this section occur in this contract, they shall have the meanings herein given.

OWNER

The word "OWNER" shall mean the Town of Colchester, or any officer, or agent duly authorized to act for the Town of Colchester in the matter covered by the contract.

CONTRACTOR

The word "CONTRACTOR" shall mean the party hired by the OWNER and who has entered into this contract for the performance of the work required, or the officer or agent duly authorized to act for the CONTRACTOR in the performance of the work specified under this contract

- 2. Obligations and Liability of CONTRACTOR.** The CONTRACTOR shall do all the work and furnish all the materials, tools, and everything necessary or proper for performing and completing the work required by this contract, in the manner and within the time specified by the OWNER. The CONTRACTOR shall complete the entire work to the satisfaction of the OWNER, and at the prices agreed upon and contained in this agreement.

The CONTRACTOR shall coordinate his/her operations with those of any other CONTRACTORS who may be employed on other work of the OWNER, shall avoid interference with them, and shall cooperate in the arrangements for storage of materials.

The CONTRACTOR shall take all responsibility for the work done under this contract, for the protection of the work, and for preventing injuries to persons and damage to property associated with the work performed under this contract.

- 3. Supervision of Work.** At all times, the CONTRACTOR shall have as its agent on the work site, a competent superintendent capable of thoroughly understanding and performing the project.

- 4. Indemnification.** The CONTRACTOR agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors, and employees (collectively, OWNER) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CONTRACTOR's negligent performance of contractual services under this contract and that of its subcontractors or anyone for whom the CONTRACTOR is legally liable.

- 5. Insurance.** Before starting and until acceptance of the work, the CONTRACTOR shall procure and maintain the following insurance requirements:

- A. The CONTRACTOR shall purchase and maintain a Comprehensive General Liability Insurance policy from a company licensed to do business in the State of Vermont.
- B. The CONTRACTOR shall purchase and maintain a Comprehensive Automobile Liability Insurance policy insuring all owned automobiles as well as hired and non-owned automobiles. The Town of Colchester shall be named as Additional Insured.
- C. With respect to all operations performed under this contract the CONTRACTOR shall carry Workers Compensation Insurance in accordance with the laws of the State of Vermont, 21 V.S.A. Chapter 9. The CONTRACTOR shall also ensure that all subcontractors carry Workers Compensation Insurance in accordance with 21 V.S.A. Chapter 9 for all work performed by them.
- D. The CONTRACTOR will not be allowed on the job site until after said CONTRACTOR has filed a Certificate of Insurance with the OWNER for the above insurance policies.

- E. Pursuant to the provisions of 21 V.S.A. 601 (14), for sole proprietors who are exempt from carrying Workers' Compensation coverage, a hold harmless form shall be signed if applicable.
- F. When officers or members are excluded from Workers' Compensation Insurance, or if a LLC is wholly excluded from Workers' Compensation a completed and signed Form 29 from the State of Vermont, Department of Labor is required.

G. MINIMUM INSURANCE COVERAGES

Commercial General Liability
 \$1,000,000 Each Occurrence
 \$2,000,000 General Aggregate applying, in total, to this project only
 \$1,000,000 Products/Completed Operations Aggregate
 \$250,000 Fire Damage Legal Liability

Automobile Liability
 Bodily Injury \$1,000,000 Each Person
 Bodily Injury \$1,000,000 Each Occurrence
 Property Damage \$500,000 Each Occurrence
 OR
 Combined Single Limit \$1,500,000 Each Occurrence

Workers Compensation
 Statutory Limits

Employers' Liability
 \$500,000 Each Accident
 \$500,000 Disease – Each Employee
 \$500,000 Disease – Policy Limit

- 6. **No Employee Benefits For CONTRACTOR:** The CONTRACTOR understands that the Town will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to Town employees, nor will the Town withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The CONTRACTOR understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the CONTRACTOR, and information as to Agreement income will be provided by the Town to the Internal Revenue Service and the Vermont Department of Taxes.
- 7. **Independence:** The CONTRACTOR will act in an independent capacity and not as officers or employee of the Town.
- 8. **Compliance with Laws.** The CONTRACTOR shall at all times observe and comply with, and cause all its agents and employees to observe and comply with, all existing laws, ordinances, regulations, orders and decrees.
- 9. **Not to Sublet or Assign.** The CONTRACTOR shall not assign, by power of attorney or otherwise, or sublet the work or any part thereof, without the previous consent of the OWNER.
- 10. **Time of Beginning and Completion of Work.** The CONTRACTOR shall commence and complete the work at such points as the OWNER may approve in accordance with this contract and specified in the Agreement as issued by the OWNER.
- 11. **Night and Weekend Work.** No work shall be performed outside the hours specified within this contract, except such work that has the prior approval of the OWNER.
- 12. **Defective Work.** Defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness of the CONTRACTOR or any other outside agency, found to exist prior to the owner acceptance of the work, shall be replaced or repaired and redone in a manner acceptable to the OWNER at the CONTRACTOR's own expense.

- 13. Performance Failure.** Failure on the part of the CONTRACTOR to complete any cleaning tasks contained in this contract, on the day or time required in this contract, may result in the OWNER deducting up to \$50 from the next month's invoice. Each additional performance failure will be considered a new and separate failure with each being subject to the same penalty.
- 14. Extra Work.** Extra work shall only be authorized by a signed order by the OWNER prior to the undertaking of the extra work. The cost of extra work shall include the reasonable cost to the CONTRACTOR of labor, materials used, and equipment. At the request of the OWNER, the CONTRACTOR shall furnish itemized statements of the cost of the work ordered.
- 15. Progress Estimates.** The OWNER shall pay monthly to the CONTRACTOR the balance not retained, except that payment may be withheld at any time if the work is not proceeding in accordance with the contract. Upon receipt of payment the CONTRACTOR shall promptly pay all suppliers and subcontractors in accordance with the terms of their individual agreements.
- 16. Final Estimate and Payment.** As soon as practicable after the completion of the work under this contract to the full satisfaction of the OWNER, the OWNER shall make payment to the CONTRACTOR for all monies owed. The OWNER may request a Release of Lien for all subcontractors prior to payment.
- 17. Liability of OWNER.** The acceptance by the CONTRACTOR of the OWNER'S final payment shall be a release of the OWNER and every agent of the OWNER from any claim or liability of the CONTRACTOR for work performed under this contract.
- 18. Guarantee.** The CONTRACTOR guarantees that the work to be done under this contract, and the workmanship performed and the materials and equipment used in the construction shall be free from defects or flaws. This guarantee shall be for a period of one (1) year from and after the date of the completion of the work. The CONTRACTOR shall repair or replace as required, promptly and without charge, all work, and materials, or parts thereof, which fail to meet the above guarantee during the one year herein quoted.
- 19. Cleaning Up.** The CONTRACTOR will keep the worksite free of accumulating debris and trash. At final completion all tools, equipment, surplus material and trash shall be promptly and properly removed and disposed of.
- 20. Termination of Convenience.** The OWNER may at any time terminate the contract for its convenience. The CONTRACTOR shall be entitled to payment for work completed and reasonable expenses incurred.
- 21. Termination for Cause.** The OWNER may terminate this Contract at any time if the CONTRACTOR fails to meet the requirements of the work or these Standard Terms and Conditions.
- 22. Specifications and Standards.** All work under this Contract shall comply with the latest edition of all applicable codes, ordinances, and standards.
- 23. Smoking Policy.** Smoking is prohibited throughout town buildings to include, but not limited to all Municipal offices, the Burnham Memorial Library, the Town Garage and all associated storage buildings, all waste water pumping stations, the Rescue Building, the Meeting House, the Historical Society, and the Senior Center.