

CONTRACT

AGREEMENT FOR CLEANING/JANITORIAL SERVICES BY AND BETWEEN THE TOWN OF TOWNSEND AND KRISTEN HUNT DBA THIS & THAT

The following provisions shall constitute an Agreement between the Town of Townsend, acting by and through its Chief Procurement Officer, hereinafter referred to as "Town", and Kristin Hunt dba This & That with an address of 28 Highland Street, Townsend, MA., hereinafter referred to as "Contractor", effective as of the October 1, 2010 and to expire on the 30th day of June 2013. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with Cleaning/Janitorial Services as outlined and incorporated therein as Attachment 1. The Contractor shall perform all work in accordance with the specifications contained in Attachment A, and the Request for Proposals issued by the Town and the proposal submitted by the Contractor, both of which are incorporated herein by reference. In the event of any conflict in and between the documents making up the Scope of Work, as indicated in this Article, such conflict shall be resolved such that the Town receives the highest quality and greatest quantity of services, as determined by the Town.

ARTICLE 2: COMPENSATION:

The Town shall pay the Contractor for the performance of the work in monthly installments to equal the annual amount as agreed to below, subject to annual appropriate:

FY11	October 1, 2010 to June 30, 2011	\$ 26,197.50
FY12	July 1, 2011 to June 30, 2012	\$ 34,517.50
FY13	July 1, 2011 to June 30, 2013	\$ 34,793.30

If any there are any reduction of hours for any of the three municipal building, the contract will be re-opened for discussion of reduced work scheduled and compensation subject to acceptance by both parties.

ARTICLE 3: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with thirty (30) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.
4. For the Town's convenience, without cause.

The Contractor may terminate this Agreement by providing the Town with thirty (30) days written notice in the event that the Town materially breaches this Agreement, and has neither cured nor commenced a cure of any such breach. Upon termination of this Agreement, the Contractor shall be paid for all work satisfactorily completed to the date of termination, subject to deductions for any damages or claims of the Town, and as otherwise may be permitted by this Agreement or law.

ARTICLE 4: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 5: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 6: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 7: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 8: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town.

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3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.
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All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town.

ARTICLE 9: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws.

The Contractor shall provide the Town with copies of the certificates of insurance.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to M.G.L. c.62C, §49A, I certify under the penalties of perjury that the Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

017-52-2040

Social Security Number or
Federal Identification Number

This & That

Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

by:

Kristin Hunt

Owner
Printed Name and Title

TOWN OF TOWNSEND

by its Board of Selectmen:

Robert Plamondon
Robert Plamondon

Sue Lisio
Sue Lisio

Nicholas Thalheimer
Nicholas Thalheimer

TOWN OF TOWNSEND
REQUEST FOR PROPOSALS FOR
CLEANING & JANITORIAL SERVICES

I. GENERAL INFORMATION

The Town of Townsend, Massachusetts ("Town"), is seeking proposals for Janitorial and Cleaning Services. Qualified persons or businesses are requested to submit proposals to Andrew J. Sheehan, Chief Procurement Officer, c/o Selectmen's Office, 272 Main Street, Townsend, MA 01469, no later than 10:00 A.M. on September 28, 2010. The Town reserves the right to reject any or all proposals or to cancel this Request for Proposals if it deems it to be in its best interest to do so.

This procurement is subject to the Uniform Procurement Act, G.L. c. 30B, the provisions of which are incorporated herein by reference. In the event of any conflict among the terms of this RFP and the provisions of the Uniform Procurement Act, the provisions of the Uniform Procurement Act shall control.

A pre-proposal meeting is scheduled for September 14, 2010, at 10:00 A.M. at Memorial Hall, 272 Main Street Townsend for the purpose of conducting a tour of all three (3) town owned buildings that are included within this RFP for cleaning/janitorial services.

Copies of the Request for Proposals ("RFP"), which includes the scope of service and proposal forms, may be obtained on or after September 13, 2010, in person at the Selectman's Office, 272 Main Street, Townsend, MA 01469, Monday through Friday between the hours of 9:00 A.M. to 4:00 P.M. Copies of the RFP may also be requested in writing, by fax or email addressed to Andrew J. Sheehan, Chief Procurement Officer, c/o Selectmen's Office, 272 Main Street, Townsend, MA 01469; email, selectmen@townsend.ma.us and/or fax at 978-597-1719.

The Town reserves the right to make changes to this RFP, and if it does so, the appropriate written addendum will be issued. Any addendum issued will be mailed, emailed and/or faxed to all persons on record as having picked up the RFP. It is the responsibility of each person obtaining an RFP to provide the Chief Procurement Officer a mailing address, fax number and/or an email address for this purpose. Each Proposer must acknowledge receipt of all addenda in their proposal.

Questions concerning this RFP must be submitted in writing no more than 10 calendar days prior to the time and date established in this RFP for the receipt of proposals to Andrew J. Sheehan, Chief Procurement Officer, 272 Main Street, Townsend, MA 01469. Questions may be delivered, faxed to (978) 597-1719, mailed, or e-mailed to selectmen@townsend.ma.us.

A Proposer may correct, modify, or withdraw a proposal by written notice received by the Town prior to the Proposal submission deadline. Proposal modifications must be submitted in a sealed envelope in the same manner as the proposal itself, and must, in addition, be clearly labeled, "Modification No. ____." Each modification must be numbered in sequence, and must reference the original RFP.

The contract shall be for a term of two years and nine months, with a fixed price for each year of the contract period. The performance and payment obligations of the Town for years 2 and 3 of this contract will subject to the appropriation of funds. The contract period is effective October 1, 2010 through June 30, 2013 subject to appropriation. The Town will pay for services in monthly installments within 30 days of receipt of invoice.

II. OVERVIEW SCOPE OF SERVICES

The Town of Townsend seeks services to provide Cleaning/ Janitorial Services. The Proposer shall provide custodial and cleaning services for the Town, in accordance with the schedules set forth in these specifications.

All persons working within Town's buildings will be subject to a C.O.R.I. (Criminal Offender Record Information) review and in addition will be interviewed by the Facility Maintenance Coordinator. No person will be permitted to perform any work if such person has not had a CORI review completed, or if such a review indicates prior criminal offenses. In addition, the successful proposal shall not assign, and shall remove if assigned, any staff to whom the Facility Maintenance Coordinator has voiced objection irrespective of the results of any CORI review.

The "Town" shall not be liable for any personal injury to or death of any person or persons the Proposer may employ in carrying out this agreement.

The Proposer agrees to pay all debts for labor and material contracted for/by it. The Proposer agrees to assume the defense of and to indemnify and save harmless the town, its members, agents, and employees from and against any and suits, claims, demands, expenses, and liabilities arising out of or in any way connected with the performance by it of this Agreement.

In order to ensure compliance of this Agreement, the Proposer shall work closely with the Facilities Maintenance Coordinator. The Contractor will keep the Facility Maintenance Coordinator informed of their daily schedule and routines. Special events and/or changes in the maintenance needs of the facilities may necessitate amendments to the maintenance schedule, such changes to be mutually agreed to by the Town and the Proposer.

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

(a) EQUIPMENT AND SUPPLIES

The Proposer will be responsible for supplying their own equipment and all cleaning supplies necessary to perform all the required services included in this RFP, except for the following: The Proposer will NOT be responsible for supplying routine paper goods, soap products, and trash receptacle liners. All above referenced products will be supplied by the Town, through its Facility Maintenance Coordinator.

(b) BUILDING LOCATIONS / SPECIFICATIONS OF WORK TO BE PERFORMED

Maintenance of Town Hall/Memorial Hall and the Police Station shall be on a 4 day schedule from April 1st to November 30th and a 5 day schedule from December 1st to March 31st. Maintenance of the Library/Senior Center/Meeting Hall shall be on a 5 day schedule year round. Special events and/or changes in the maintenance needs of the facilities may necessitate amendments to the maintenance schedule, such changes to be mutually agreed to in advance by the Town and the Proposer.

TOWN HALL/MEMORIAL HALL
272 MAIN STREET
WORK TO BE PERFORMED DAILY

Common Areas and Offices

1. Sweep and clean building entrances.
2. Clean and remove smudges from glass on all doors, entrance and office.
3. Polish all entry handles, doorplates and metal trim.
4. Empty all trash/recycling receptacles, clean container with clean, damp cloth and replace liner.
5. Dust and clean all horizontal surfaces within reach.
6. Vacuum carpet areas completely and remove spots in all common areas to include stairways and stair landings.
7. Dust mop and damp mop wood floors in all entrance/exits.
8. Remove sand/dirt from rubber matting in all entrance/exits.
9. Clean and remove smudges and marks on walls, wall coverings and/or artwork.
10. Clean, polish and straighten all furniture/coping machines/related equipment as needed.
11. Wipe clean all fire extinguisher cabinets and glass - report broken glass or missing extinguishers.

In All Restrooms

1. Wet mop and disinfect tile floor, clean alkaline deposits and soap spills from floor tile grout.
2. Wash and disinfect all basins, urinals and toilet bowls.
3. Clean underside rims of urinals and toilet bowls.
4. Wash both sides of toilet seats with soap and water and disinfectant.
5. Empty, clean, sanitize and polish all paper dispensers, replacing liners as necessary.
6. Clean and polish all mirrors.
7. Damp wipe, polish and shine all chrome, metal fixtures, hand plates, kick plates, utility covers, plumbing, clean out covers and doorknobs.
8. Spot clean with disinfectant all partitions and tile walls.
9. Refill toilet tissue, soap, and towel dispensers as necessary (Town supplies soap and paper products).
10. Report all burned out lights, leaking faucets, running plumbing or other maintenance needs to Facility Maintenance Coordinator.

WORK TO BE PERFORMED WEEKLY

1. Dust and clean all baseboard.
2. Dust all walls and above normal reach.
4. Vacuum and spot clean carpets in all office areas.
5. Using dustless mop and/or damp mop all non-carpeted areas.
6. Spot clean all partition glass and mirrors in offices.
7. Dust and replace all desk ornaments, phones/computers/keyboards/adding machines in their original position.
8. Polish all desktops that are cleared of paperwork.
9. Clean/disinfect Employee breakroom/kitchen to include counters, sinks, cabinets, refrigerator.
10. Pour clean water down floor drains to prevent sewer gas from escaping in all restrooms.

WORK TO BE PERFORMED MONTHLY

1. Clean all ceiling vents and grills.
2. Dust high ceiling corners and entryways.
3. Dust light fixtures and covers.
4. Clean and treat all wood paneling and furniture as requested.
5. Dust windowsills and ledges.
6. Dust clean or vacuum all window blinds.
7. Dust all light fixtures and covers in hallways and offices.
8. Dust all handrails, banisters and ledges.
9. Clean/dust all filing cabinets in offices and meeting rooms.
10. Vacuum Great Hall, dry mop/damp mop floor and stage area.

POLICE STATION

BROOKLINE ROAD

WORK TO BE PERFORMED DAILY

Common Areas and Offices

1. Sweep and clean building entrances.
2. Clean and remove smudges from glass on all doors, entrance and office.
3. Polish all entry handles, doorplates and metal trim.
4. Empty all trash/recycling receptacles, clean container with clean, damp cloth and replace liner.
5. Dust and clean all horizontal surfaces within reach.
6. Vacuum carpet areas completely and remove spots in all common areas to include stairways and stair landings.
7. Dust mop and damp mop wood floors in all entrance/exits.
8. Remove sand/dirt from rubber matting in all entrance/exits.
9. Clean and remove smudges and marks on walls, wall coverings and/or artwork.
10. Clean, polish and straighten all furniture/coping machines/ related equipment as needed.
11. Wipe clean all fire extinguisher cabinets and glass - report broken glass or missing extinguishers.
12. Clean/Disinfect cell holding area. Disinfect walls of cell area including stainless benches, stainless toilet and sink area.
13. Cement floor in cell holding area to be washed with cleaner supplied by Town.

In All Restrooms

1. Wet mop and disinfect tile floor, clean alkaline deposits and soap spills from floor tile grout.
2. Wash and disinfect all basins, urinals and toilet bowls.
3. Clean underside rims of urinals and toilet bowls.
4. Wash both sides of toilet seats with soap and water and disinfectant.
5. Empty, clean, sanitize and polish all paper dispensers, replacing liners as necessary.
6. Clean and polish all mirrors.
7. Damp wipe, polish and shine all chrome, metal fixtures, hand plates, kick plates, utility covers, plumbing, clean out covers and doorknobs.
8. Spot clean with disinfectant all partitions and tile walls.
9. Refill toilet tissue, soap, and towel dispensers as necessary (Town supplies soap and paper products).
10. Report all burned out lights, leaking faucets, running plumbing or other maintenance needs to Facility Maintenance Coordinator.

WORK TO BE PERFORMED WEEKLY

1. Dust and clean all baseboard.
2. Dust all walls and above normal reach.
3. Vacuum and spot clean carpets in all office areas.
4. Using dustless mop and/or damp mop all non-carpeted areas.
5. Spot clean all partition glass and mirrors in offices.
6. Dust and replace all desk ornaments, phones/computers/keyboards/adding machines in their original position.
7. Polish all desktops that are cleared of paperwork.
8. Clean/disinfect Employee breakroom/kitchen to include counters, sinks, cabinets, refrigerator.
9. Pour clean water down floor drains to prevent sewer gas from escaping in all restrooms.

WORK TO BE PERFORMED MONTHLY

1. Clean all ceiling vents and grills.
2. Dust high ceiling corners and entryways.
3. Dust light fixtures and covers.
4. Clean and treat all wood paneling and furniture as requested.
5. Dust windowsills and ledges.
6. Dust clean or vacuum all window blinds.
7. Dust all light fixtures and covers in hallways and offices.
8. Dust all handrails, banisters and ledges.
9. Clean/dust all filing cabinets in offices and meeting rooms.

LIBRARY/SENIOR CENTER/MEETING HALL

12-16 Dudley Road

WORK TO BE PERFORMED DAILY

Common Areas and Offices

1. Sweep and clean building entrances and lobby areas.
2. Clean and remove smudges from glass on all doors, entrances and offices.
3. Polish all entry handles, doorplates and metal trim.
4. Empty all trash/recycling receptacles, clean container with clean, damp cloth and replace liner.
5. Dust and clean all horizontal surfaces within reach.
6. Vacuum carpet areas completely and remove spots in all common areas.
7. Dust mop/damp mop all entrance/exits with cleaner to be supplied by Town.
8. Remove sand/dirt from rubber matting in all entrance/exits.
9. Clean and remove smudges and marks on walls, wall coverings and/or artwork.
10. Clean, polish and straighten all furniture/coping machines/related equipment as needed.
11. Wipe clean all fire extinguisher cabinets and glass - report broken glass or missing extinguishers.
12. Dust/Clean shelving and computer stations in Library.
13. Dust/Clean all shelving and media equipment in Senior Center

In All Restrooms

1. Wet mop and disinfect tile floor, clean alkaline deposits and soap spills from floor tile grout.
2. Wash and disinfect all basins, urinals and toilet bowls.
3. Clean underside rims of urinals and toilet bowls.
4. Wash both sides of toilet seats with soap and water and disinfectant.

5. Empty, clean, sanitize and polish all paper dispensers, replacing liners as necessary.
6. Clean and polish all mirrors.
7. Damp wipe, polish and shine all chrome, metal fixtures, hand plates, kick plates, utility covers, plumbing, clean out covers and doorknobs.
8. Spot clean with disinfectant all partitions and tile walls.
9. Refill toilet tissue, soap, and towel dispensers as necessary (Town supplies soap and paper products).
10. Report all burned out lights, leaking faucets, running plumbing or other maintenance needs to Facility Maintenance Coordinator.

WORK TO BE PERFORMED WEEKLY

1. Dust and clean all baseboard.
2. Dust all walls and above normal reach.
3. Vacuum and spot clean carpets in all office areas.
4. Using dustless mop and/or damp mop all non-carpeted areas.
5. Spot clean all partition glass and mirrors in offices.
6. Dust and replace all desk ornaments, phones/computers/keyboards/adding machines in their original position.
7. Polish all desktops that are cleared of paperwork.
8. Clean/disinfect Employee breakroom/kitchen to include counters, sinks, cabinets, refrigerator.
9. Pour clean water down floor drains to prevent sewer gas from escaping in all restrooms.
10. Wash all entrance/lobby areas with cleaner supplied by Town.

WORK TO BE PERFORMED MONTHLY

1. Clean all ceiling vents and grills.
2. Dust high ceiling corners and entryways.
3. Dust light fixtures and covers.
4. Clean and treat all wood paneling and furniture as requested.
5. Dust windowsills and ledges.
6. Dust clean or vacuum all window blinds.
7. Dust all light fixtures and covers in hallways and offices.
8. Dust all handrails, banisters and ledges.
9. Clean/dust all filing cabinets in offices and meeting rooms.

Review/Tour of each building to be conducted at the Pre-proposal meeting to be held on September 14, 2010 at 10.00A.M.

III. BID PRICING INSTRUCTIONS/SUBMISSION OF PROPOSALS

General Laws, chapter 30B, section 6 requires the Submission of separate "Price" and "Non-Price" proposals.

(a) Price Proposal

A complete price proposal in the form of **Attachment A** to this RFP should contain an amount for the service contract. The price proposal must be placed in a separate, sealed envelope clearly marked "PRICE PROPOSAL -CLEANING/JANITORIAL SERVICES." (The price proposal must not be included in the envelope containing the non-price proposal.)

(b) Non-Price Proposal

Proposers must submit One (1) original copy of their non-price proposal in a separate, sealed envelope clearly marked "NON-PRICE PROPOSAL - CLEANING/JANITORIAL SERVICES". The non-price proposal must include:

1. Written Plan of Services - A detailed description of how the Proposer will complete the scope of work described in this RFP document.
2. Written Description of Project Staffing - Identification of the qualifications, education and experience of key staff who will be directly involved in this services provided. This description should also explain which and how staff will be assigned to the work required by this RFP.
3. Written Statement of Litigation - Provide a detailed statement on whether or not the company has been involved within the past three years as a named party (e.g., plaintiff or defendant) with any litigation, arbitration, bankruptcy or any other adjudicative or administrative proceedings. This information, among other information, will be used by the Town in determining the responsibility of the proposer.
4. Written List of Past Contracts and References -
 - A. Provide a thorough and detailed list of all contracts the Proposer has had for cleaning/janitorial services for the past ten years. This list must include sufficient information to identify the contract, the parties to the contract, the services rendered, and up-to-date contact information so that the Town may conduct reference-checking.
 - B. Complete and submit the List of References included as Attachment C to this RFP. This is in addition to the information requested above for past contracts.
5. The following attachments to this RFP must be completed and included with the non-price proposal:

Attachment B - Certificate of Tax Compliance and Non-Collusion Statement

Attachment C - Reference Form

IV. EVALUATION OF PROPOSALS

(a) Non-Price Proposal

1. Minimum Evaluation Criteria

Each non-price proposal shall first be reviewed to ascertain whether or not the requirements in Section III of this RFP have been met. Proposals not meeting all of these requirements shall be summarily rejected as non-responsive.

2. Comparative Evaluation Criteria: Responsive proposals shall be evaluated and compared based upon the following criteria:

EXPERIENCE:

1. **Highly Advantageous**: Proposer has 10 or more years experience providing services of the type solicited in this RFP.
2. **Advantageous**: Proposer has between 7 and less than 10 years experience providing services of the type solicited in this RFP.
3. **Not Advantageous**: Proposer has between 5 and less than 7 years experience providing services of the type solicited in this RFP.

STAFFING:

1. **Highly Advantageous**: Proposal shows the proposer can perform the services requested in this RFP with its own employees, and each staff member to be assigned to the work has 10 or more years experience providing the services in question.
2. **Advantageous**: Proposal shows the proposer can perform the services requested in this RFP with its own employees, and each staff member to be assigned to the work has more than 7 but less than 10 years experience providing the services in question.
3. **Not Advantageous**: Proposer intends to use some subcontractors or non-employees for some of the work, and each staff member to be assigned to the work has between 5 and 7 years experience providing the services in question.

PLAN OF SERVICES:

1. **Highly Advantageous**: Proposer's Plan of Services is thorough and detailed, and demonstrates a thorough understanding of the services required by this RFP.
2. **Advantageous**: Proposer's Plan of Services, while not thorough, contains sufficient detail that demonstrates an understanding of the services required by this RFP.
3. **Not Advantageous**: Proposer's Plan of Services is neither thorough nor detailed, and/or fails to demonstrate an understanding of the services required by this RFP.

(b) Price Proposal; Most Advantageous Proposal – Award of contract

Following the separate evaluation of the non-price proposals, the Chief Procurement Officer or his designee shall open and review the price proposals. A contract will be awarded, if at all, to the responsible and responsive proposer whose proposal is deemed the most advantageous, taking into consideration price and the comparative evaluation criteria set forth in this RFP. The best price will be determined by calculating the average of the three prices requested in Attachment A, and the lowest average price shall be deemed the best price.

V. CONTRACT TERMS AND CONDITIONS

This contract shall be subject to cancellation by the town pursuant to G.L. c.30B, §12(d) if funds are not appropriated or made available to support the continuation of the Town's performance. The successful proposer will be required to sign a contract in the form attached to this RFP as "**Attachment D.**"

ATTACHMENT A

PROPOSAL PRICE FORM

For ease of reviewing prices, this page must be filled out in its entirety. If this page is not completed, the Proposal will be rejected. Please insert three prices where indicated below.

1. Total cost of Cleaning/Janitorial Services for FY11 beginning October 1, 2010 and ending June 30, 2011.

\$ _____ (figures)

In Written Words _____

2. Total cost of Cleaning/Janitorial Services for FY12 beginning July 1, 2011 and ending June 30, 2012.

\$ _____ (figures)

In Written Words _____

3. Total cost of Cleaning/Janitorial Services for FY13 beginning July 1, 2012 and ending June 30, 2013

\$ _____ (figures)

In Written Words _____

Authorized Signature

Company Name

Typed Name

Street Address

Title

City State Zip

Dated

Phone (or Toll Free) Number

ATTACHMENT B

CERTIFICATE OF TAX COMPLIANCE AND NON-COLLUSION STATEMENT

CERTIFICATION OF TAX COMPLIANCE:

Pursuant to Mass General Laws, Chapter 62C, s. 49A, I certify under the penalties of perjury, that I, to my best knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION STATEMENT:

Pursuant to Mass General Laws, Chapter 701 of the Acts of 1983, the undersigned certifies under the penalties of perjury that this Proposal or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of person

Company

Name of person - Please Print

ATTACHMENT C

REFERENCE FORM

Proposer: _____

**TOWN OF TOWNSEND REQUEST FOR PROPOSALS IT SUPPORT
SERVICE.**

Proposer must provide three (3) references:

Reference: _____ Contact: _____

Address: _____ Phone: _____

Fax: _____

Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

Fax: _____

Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

Fax: _____

Description and date(s) of supplies or services provided: _____

ATTACHMENT D

CONTRACT

**AGREEMENT FOR CLEANING/JANITORIAL SERVICES
BY AND BETWEEN THE TOWN OF TOWNSEND AND**

The following provisions shall constitute an Agreement between the Town of Townsend, acting by and through its Chief Procurement Officer, hereinafter referred to as "Town", and _____ with an address of _____, hereinafter referred to as "Contractor", effective as of the _____, 2010 and to expire on the 30th day of June 2013. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with Cleaning/Janitorial Services as outlined and incorporated therein as Attachment 1. The Contractor shall perform all work in accordance with the specifications contained in Attachment A, and the Request for Proposals issued by the Town and the proposal submitted by the Contractor, both of which are incorporated herein by reference. In the event of any conflict in and between the documents making up the Scope of Work, as indicated in this Article, such conflict shall be resolved such that the Town receives the highest quality and greatest quantity of services, as determined by the Town.

ARTICLE 2: COMPENSATION:

The Town shall pay the Contractor for the performance of the work in monthly installments to equal the annual amount as agreed to below, subject to annual appropriate:

FY11 October 1, 2010 to June 30, 2011	\$ _____
FY12 July 1, 2011 to June 30, 2012	\$ _____
FY13 July 1, 2011 to June 30, 2013	\$ _____

If any there are any reduction of hours for any of the three municipal building, the contract will be re-opened for discussion of reduced work scheduled and compensation subject to acceptance by both parties.

ARTICLE 3: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with thirty (30) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.
4. For the Town's convenience, without cause.

The Contractor may terminate this Agreement by providing the Town with thirty (30) days written notice in the event that the Town materially breaches this Agreement, and has neither cured nor commenced a cure of any such breach. Upon termination of this Agreement, the Contractor shall be paid for all work satisfactorily completed to the date of termination, subject to deductions for any damages or claims of the Town, and as otherwise may be permitted by this Agreement or law.

ARTICLE 4: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 5: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 6: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 7: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 8: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town.

ARTICLE 9: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws.

The Contractor shall provide the Town with copies of the certificates of insurance.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to M.G.L. c.62C, §49A, I certify under the penalties of perjury that the Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR
by:

TOWN OF TOWNSEND
by its Board of Selectmen:

Printed Name and Title

Robert Plamondon

Sue Lisio

Nicholas Thalheimer

Approved as to Availability of Funds:

Town Accountant

