REQUEST FOR PROPOSALS

for
Cleaning Services
in
Town Owned Buildings

October 2020

Town of Jaffrey
Attn: Town Manager
10 Goodnow Street
Jaffrey, NH 03452

DUE DATE: November 6, 2020; 12:00PM
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REQUEST FOR PROPOSALS
TOWN OF JAFFREY, NEW HAMPSHIRE

Cleaning Services in Town-Owned Buildings

Sealed Proposals are hereby invited for the furnishing of labor and equipment necessary for the cleaning of Town-Owned buildings for the Town of Jaffrey, New Hampshire for the year 2021.

SEALED Proposals will be accepted at the Jaffrey Town Offices, 10 Goodnow Street, Jaffrey, NH 03452, until 12:00 pm, local time, on Friday, November 6, 2020, at which time they will be opened and read aloud.

The Town owns three buildings – Town Office, Police Station and the Meetinghouse - and seeks to procure the services of a qualified cleaning service firm to maintain these public buildings as specified in the proposal package.

This is an annual contract with renewal of up to five (5) years.

Proposal Documents may be examined or obtained at www.townofjaffrey.com or the following location:

Jaffrey Town Office
Attn: Cleaning Services RFP
10 Goodnow Street
Jaffrey, NH 03452

There is no fee for the package.

The Town reserves the right to reject any or all bids, to waive any irregularities or informalities.

Town of Jaffrey, New Hampshire

Jon Frederick, Town Manager
Request for Proposals – Cleaning Services

Overview

The Town of Jaffrey, NH is located in southwestern New Hampshire at the base of Mt. Monadnock. The town has a population of approximately 5,500 people.

The Town owns three buildings – Town Office, Police Station and the Meetinghouse - and seeks to procure the services of a qualified cleaning services firm to maintain these building per the scope of services contained herein.

The Town of Jaffrey has many challenging infrastructure and capital issues competing for limited funds. As such, the town seeks a private contractor to:

- improve efficiency and effectiveness of cleaning the buildings;
- maintain the aesthetics of the buildings to portray a positive impression to residents and visitors;
- provide quality services economically.

This “Request for Proposals” (RFP) has been issued to seek Proposals from private companies to:

1. Provide up to 5-year contract for cleaning services of the stated public buildings.

All Proposals will be accepted, reviewed and compared by Town staff. The decision on the most advantageous option will be based on the evaluation of the Proposals and made at the sole discretion of the Town. The Town reserves the right to reject any or all bids, to waive any irregularities or informalities.

1.0 Contents of RFP

This RFP provides the necessary background information to acquaint Proposers with the Scope of the work. Proposers are encouraged to review this information and in the event questions arise, or clarifications are needed, notify the appropriate contact person listed in this RFP to seek such clarification responses. Clarifications or answers to inquiries will be issued in writing to all parties.

2.0 Purpose

This Request for Proposals (RFP) is being issued to select a qualified Contractor to provide cleaning services for the Jaffrey Town Office, Police Station and the Meetinghouse. The Contractor shall perform various duties including vacuuming, sweeping, dusting and general cleaning of the buildings.

3.0 General Standards

By submitting a Proposal or by entering into Contract with the Town of Jaffrey, it is understood that the Contractor agrees to adhere to the level of performance standards outlined herein, and to consider substantial compliance with the appropriate performance standards to be a partial precondition for compensation. Firms and personnel providing contract services to the Town of Jaffrey shall in their work activities and work products meet appropriate regulations, standards, and guidelines of relevant governing bodies and professional associations.

Contract personnel at the supervisory level are expected to be knowledgeable in their discipline and shall be responsible for quality control. The Contractor shall designate a representative who shall be responsible for on-site supervision of the Contractor’s workforce at all times. The supervisor shall be the focal point for the Contractor and shall be the point of contact with the Town personnel. Supervisory personnel shall also have knowledge of State and Federal regulations related to this Contract.

The Town expects adherence to high standards of performance from the Proposal submittal through startup and execution because of the critical role that such compliance plays in ensuring that the Contract will result in a
reliable solution for the Town. The degree to which Proposals demonstrate an understanding of the performance standards expected will be considered as a major factor in the Proposal evaluation.

4.0 Scope of Services

This section describes the specific services to be provided by the Contractor for each building.

TOWN OFFICE AND POLICE STATION:

The Town Office is located at 10 Goodnow Street and the Police Station at 26 Main Street. The buildings are adjacent to one another and the cleaning services may be provided on the same day for each building. The Town Office is vacant on Saturdays, Sundays and holidays. The Police Station is occupied 24x7x365 by police officers. Town Office hours are Monday through Friday, 8:00 am to 4:30 pm, with the Town Clerk’s office open for business until 7:00 pm on Thursdays.

The following services would be provided on a twice weekly basis and the town is open to negotiation on the days:

- Vacuum all carpets, wall-to-wall and removable
- Mop tile floors
- Clean kitchen counters and sinks
- Clean counter areas
- Clean bathroom toilets, sinks, counters, walls and floors
- Disinfect doorknobs, light switches and other high-touch areas
- Other cleaning needs requiring immediate attention

The following services would be provided on a weekly basis:

- Dust horizontal surfaces, with the exception of desks
- Dust conference room tables and chairs
- Clean glass on all doors
- Dust window sills

The Contractor is responsible for providing all equipment and supplies to undertake the work successfully. Present on site are a broom, dry mop and dustpan which the Contractor may use. Any damage noticed by the Contractor should be reported to a member of the Meetinghouse Committee or to the Town Manager’s Administrative Assistant. Any damage caused by the Contractor must be reported and will be the responsibility of the Contractor.

THE MEETINGHOUSE:

The Meetinghouse is an historic building dating to 1775. It is owned and maintained by the Town of Jaffrey. A three-person Meetinghouse Committee advises the Selectmen on the management and maintenance of the Meetinghouse. The present configuration dates to 1922. It is an unheated building with one restroom and one janitor’s sink. There is no hot water. The water is turned on in the spring and turned off in the fall by the Department of Public Works.

Calendar:

The Meetinghouse season is from early May to late October. Most activity is from June through September.

Annual Tasks:

The Cleaner will undertake a spring cleaning prior to any scheduled events, generally in May. The event schedule is published on the Town of Jaffrey website.

This cleaning should be the most thorough of the year and should include the following:

- Moving and re-adjusting the movable benches.
- Vacuuming/sweeping/dry mopping/wet mopping the floor of the 1) Tower vestibule, 2) the Main Hall, 3) the upper Gallery, 4) the Stage and 5) the Restroom.
- Cleaning/dusting/vacuuming or otherwise making presentable any and all reachable areas of the 1) Tower vestibule, 2) the Main Hall, 3) the upper Gallery, 4) the Stage and 5) the Restroom.
• Vacuuming/sweeping all window sills and openings in the Main Hall and upper Gallery to remove dead bugs, dust, cobwebs and similar.
• Vacuuming all reachable ceiling corners and other areas where ladybugs might be present.
• Dusting for cobwebs and dust in the chandelier in Tower vestibule.
• Cleaning the toilet, sink and all areas of the restroom.
• Re-adjusting all movable benches back to original location.

**Periodic Tasks:**
From time-to-time the Cleaner will be notified by a member of the Meetinghouse Committee or by the Town Manager’s Administrative Assistant and asked to undertake cleaning before or after an event. The extent and nature of this cleaning will vary depending on the event in question but will mostly involve vacuuming, sweeping, dry or wet mopping, emptying trash receptacles (and removing trash from the site) and re-arranging the movable benches.

The only exterior tasks that the Cleaner should undertake is picking up any litter that is obvious on the immediate grounds.

In most cases, users of the Meetinghouse do some cleaning on their own. Users are asked to return the movable benches to the original arrangement.

**End-of-season Cleaning:** A final cleaning in September or October after all events have been held may be requested by the Meetinghouse Committee if the situation warrants it.

**Areas to be Cleaned:** The areas to be cleaned include the 1) Tower vestibule, 2) the Main Hall, 3) the upper Gallery, 4) the Stage and 5) the Restroom. The Cellar, Electric Room, upper levels of the Tower do not have to cleaned.

**Tasks for which the Cleaner is not responsible:** The Cleaner is not responsible for or expected to wash any wall surfaces or windows unless specifically asked to do so in which case extra payment would be made.

**Equipment and Supplies:** The Cleaner is responsible for providing all equipment and supplies to undertake the work successfully. Present on site are a broom, dry mop and dustpan which the Cleaner may use.

**Damage:** Any damage noticed by the Cleaner should be reported to a member of the Meetinghouse Committee or to the Town Manager’s Administrative Assistant. Any damage caused by the Cleaner must be reported and will be the responsibility of the Cleaner.

**5.0 Contact & Assistance**

The Contractor shall provide a means for the Town to contact the Contractor for emergency purposes.

For the Town of Jaffrey, the contact shall be

Administrative Assistant
Judy Zola
10 Goodnow Street
Jaffrey, NH 03452
603-532-7880

**6.0 Staffing**
The Contractor shall provide a staff of qualified and experienced employees who have direct experience in the Scope of Work outlined in Section 4.
7.0 Additional Conditions

The price submitted with this Proposal shall include all labor, materials, insurance, overhead, and profit.

Contractor shall include all planning, administration, and management necessary to assure that all service comply with the Contract, and all applicable laws and regulations.

Access to town facilities when staff is not present is required to successfully perform the scope of work. The successful bidder shall be subject to background checks for all employees designated to work in town facilities. The Town of Jaffrey will provide background checks at no cost to the Contractor.

COVID-19 concerns require wearing of masks in town facilities.

8.0 Compensation and Award of Contract

The Town of Jaffrey will pay the Contractor the fixed price on a monthly basis for standard services that have been satisfactorily performed.

The Town, at its sole discretion, may withhold up to 10% of the monthly payment for work not or partially completed. The Contractor will be provided notice of any amount withheld and the reason for such and provided the opportunity to resolve the issue prior to processing of checks. Greater than 10% and up to 25% may be withheld upon notice to the Contractor and upon approval of the Town Manager.

After Contract award and submission of acceptable insurance certificates, the Town will issue a Notice to Proceed.

The Notice to Proceed will establish a date on which performance will commence.

Contractor shall submit invoice on monthly basis, or as agreed upon and stipulated by both parties.

9.0 Term

The Term of the Agreement will be **January 1, 2021 to December 31, 2021**

The Town reserves the right to extend the contract for up to **four (4) additional years in one year increments**, upon price agreement with the selected Contractor.

The Contractor shall provide to the Town the Annual Fee estimate by October 31st of each year for budget purposes for the Town of Jaffrey’s upcoming Fiscal Year.

10.0 Performance

The Contractor is expected to meet all of the standards of performance identified in this RFP.

11.0 Indemnification, Liability, and Insurance

The Contractor shall assume the risks and liabilities arising from providing the specified Scope of Services.

The Contractor shall defend, indemnify and hold harmless the Town from liability for bodily injury, including death, and damage to tangible property claimed by third parties during the term of the Contract resulting from the negligent act, failure to act, or willful misconduct of the Contractor.

The Contractor shall pay all regulatory fines, and penalties assessed against the Town and/or the Contractor for noncompliance resulting from the negligent acts, failure to act, or willful misconduct of the Contractor over the term of the Contract.
The Contractor shall procure and maintain at its expense, until termination of the Contract for services, insurance in the amounts shown below with insurance companies authorized to do business in the State of New Hampshire covering all operations under the Contract whether performed by the selected firm, its agents or employees. The Town shall be named as an additional insured on the Contractor’s policies. As necessary, insurance coverage shall be coordinated with the Town’s existing insurance program. Upon award of Contract, the Contractor shall furnish to the Town of Jaffrey certificates of insurance in a form satisfactory to the Town, showing that it has complied with this provision. All certificates shall provide that the coverage shall not be changed or cancelled without prior written notice of at least 30 days given to the Town.

Insurance coverage shall include:

1. Commercial General Liability

   $1,000,000 per occurrence combined for bodily injury and property damage liability.
   $2,000,000 General aggregate applicable to the specific premises.
   $2,000,000 Products and Completed Operations aggregate.
   $2,000,000 Personal Injury liability aggregate.

2. Worker’s Compensation (if necessary)

   Coverage A Statutory
   Coverage B $500,000 per insuring agreement

   Any deductible of greater than $5,000 per occurrence must be approved by the Town of Jaffrey.

   The Town shall be named as an additional insured.

The Contractor shall provide evidence of the insurance requirements under this Contract within ten (10) days after contract award. The Town may rescind or terminate the Contract if the Contractor fails to timely submit insurance certificates.

### 12.0 Questions and Addenda

All questions regarding this Request for Proposals shall be addressed to:

Town Manager
10 Goodnow Street
Jaffrey, NH 03452
603-532-7880

All questions on this RFP, including requests for clarifications shall be submitted in writing at least seven (7) days prior to the due date of Proposals.

A walkthrough of the facilities may be scheduled with Administrative Assistant Judy Zola at 532-7880.

### 13.0 Significant Dates

- Advertising and issuance of RFP .............................................................. October 2, 2020
- Deadline for Submitting Written Questions ........................................... October 30, 2020
- Proposals Due ....................................................................................... November 6, 2020
- Contractor Selection ........................................................................... NLT November 13, 2020
14.0 RFP Submittal Requirements

Proposals shall be submitted on the forms provided with this RFP.

Submit documentation of experience on similar recent contracts, preferably in New Hampshire or New England.

Submit names, titles, and telephone numbers for at least three previous or current clients contracted to do similar work (list dates of work).

Any or one of the following causes shall be considered as sufficient for the disqualification of a Proposer:

- Evidence of Collusion among Proposers;
- Existence of arrearages on existing contracts in litigation with the State of New Hampshire, or defaults on a previous contract;
- Delivery of Proposals after the deadline;
- Proposal not signed or not signed by authorized individual;
- Failure to follow direction and instructions of the RFP;
- Placing conditions, limitations, or restrictions on the Proposal;
- Proposal shows any non-compliance with applicable law or contains any unauthorized additions or deletions, conditional or incomplete offer, or irregularities of any kind which may tend to make the Proposal incomplete, indefinite, or ambiguous as to meaning.

15.0 Key Terms and Conditions of the Contract

The following key terms and conditions of Contract are designated as being either mandatory (nonnegotiable) or negotiable provisions for this procurement. These terms and conditions will be used to develop a Contract with the selected Proposer.

The proposer is expected to provide a Cost Proposal based upon these terms and conditions. Any exceptions to these terms and conditions to be taken by the Proposer must be identified in the Cost Proposal.

Further discussion of key terms and conditions follows:

Scope
Contractor responsibilities are as described in the Scope of Services and Description of Duties sections.

Compensation
Proposers shall propose an Annual Fee for providing these services described in this RFP.

Default/Termination

TERMINATION FOR CONVENIENCE OF THE TOWN

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the Successful Bidder, the TOWN may without cause and without prejudice to any other right or remedy, terminate the Contract for the TOWN's convenience whenever the TOWN determines that such termination is in the best interest of the TOWN. Where the Contract is terminated for the convenience of the TOWN the notice of termination to the Successful Bidder must state that the contract is being terminated for the
convenience of the TOWN under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, the Successful Bidder shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and sub-contracts except as they may be necessary, and complete any continued portions of the work.

If, after the notice of termination, it is determined that said cause was invalid, the termination shall be deemed to have been effected for the convenience of the Town. In such event, adjustment shall be made as provided. Any termination or suspension of the Contract shall not impair the Town’s right to recover damages occasioned by the fault of the Contractor. Any suspension shall not limit the right of the Town to terminate

TERMINATION – FORCE MAJEURE

Neither party shall be liable to the other and deemed to be in breach under the Contract for any failure to perform, including with limitation, a delay in rendering performance due to causes beyond its reasonable control such as an order, injunction, judgment, Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, shortages, or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance will be extended automatically to the extent of such delays, provided that the party whose performance is affected promptly notifies the other of the existence and nature of such delay.

TERMINATION – PERFORMANCE DATES

It is agreed, however, that since the performance dates of the Contract are important, continued failure to perform for periods aggregating sixty (60) days or more, even for causes beyond the control of the contractor, shall be deemed to render performance impossible and the Town shall thereafter have the right to terminate the Contract in accordance with the provisions of the above.

TERMINATION – INCOMPLETE PERFORMANCE

In the event of termination, the contractor shall be entitled to receive payment for any work performed and accepted under the Contract which was completed prior to the date of termination.

16.0 TOWN RIGHTS AND DISCLAIMERS

The Town may investigate the qualifications of any Proposer under consideration (including proposed subcontractors and parties otherwise related to the Proposer), require confirmation of information furnished by a Proposer, or require additional evidence of experience and qualifications to provide the services or otherwise discharge the obligations required by this RFP.

The Town reserves the right, in its sole and absolute discretion, to:

- reject any or all Proposals or any portion thereof;
- determine which Proposers are responsible and qualified;
- issue subsequent Requests for Proposals;
- cancel or modify this RFP;
- appoint an evaluation committee to review Proposals and utilize the assistance of outside professionals in Proposal evaluation;
- disclose information contained in the Proposals to the public, subject to confidentiality statutes;
- approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members;
- interview and hold discussions with any qualified Proposers at any time after receipt of Proposals and before the signing of a legally binding Contract;
• enter into a final Contract with terms that may vary from the terms and conditions outlined in this RFP;
• evaluate Proposals in terms of the best interests of the Town, applying criteria provided in the RFP;
• accept other than the lowest Cost Proposal based upon an evaluation of other aspects of the Proposal;
• waive minor informalities in any Proposal;
• reject one or more non-responsive Proposals; and,
• require a guarantee of the Contract by a parent company (or companies) of the Proposer or any of its members.

This RFP does not commit the Town to enter into a Contract, nor does it obligate the Town under any circumstances to pay for costs incurred in the preparation and submission of Proposals; for site visits, demonstrations, interviews, for the preparation of responses to questions and requests for additional information; for Contract discussions; or for anything in any way related to this RFP. In submitting a Proposal, the Proposer (including all related parties) disclaims and voluntarily and knowingly waives any and all rights to reimbursement for any such costs.

If Contract negotiations are not proceeding in a manner that is satisfactory to the Town, the Town may end negotiations and initiate negotiations with the next highest ranked Proposal or reject all remaining Proposals at its discretion.
References

The undersigned offers the following information as evidence of his/her qualifications to perform the work as bid upon according to all requirements of the plans and specifications:

1. Have been in business under present name:

_____________________________________________________

for___________________ years.

2. Ever failed to complete any work awarded? _______________________

   If so, explain using additional sheet of plain 8 ½” x 11” paper as necessary.

3. List recent contracts, preferably with municipalities, with names of towns/cities/owners on which you served as contractor or provided service or materials of the same nature as we are requesting:

<table>
<thead>
<tr>
<th>Type System, Project/Job</th>
<th>Town/Owner/Location</th>
<th>Contact Person</th>
<th>Tel. No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
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<tr>
<td>b)</td>
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<td></td>
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<tr>
<td>c)</td>
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</tbody>
</table>

Upon written request from the Town, the bidder may be required to produce other information to support its qualifications and to make sure it is financially qualified to carry out the contract.

(SUBMIT THIS SHEET WITH PROPOSAL)
INDEMNITY AGREEMENT

The undersigned agrees to indemnify and hold harmless the Town of Jaffrey, New Hampshire from any and all claims for property damage and/or personal injury which may arise as a result of the undersigned’s performance of the terms of this agreement, including, but not limited to, any attorneys fees and associated legal expenses which may be incurred by the Town in defending itself from any claims which may arise.

_________________________________
Company Name

_________________________________
Date

_________________________________
Authorized Signature

_________________________________
Above Signature Typed or Printed

PROJECT: CLEANING OF TOWN OFFICE, POLICE STATION AND MEETINGHOUSE

(SUBMIT THIS SHEET WITH PROPOSAL)
PROPOSAL FORM

CLEANING OF TOWN OFFICE, POLICE STATION AND MEETINGHOUSE

We, the undersigned as authorized signatory, submit to the Town of Jaffrey a bid to provide Cleaning Services as outlined in the Request for Proposals dated October 2020, for the year January 2021 – December 2021, in the amount of:

$ __________________________

In words

I/We propose the annual cost will be as follows (assuming January 1, 2021 Effective Contract starting date): Payment for services will be made monthly by the Town.

<table>
<thead>
<tr>
<th>Property Location</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Town Office</td>
<td></td>
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<tr>
<td>Police Station</td>
<td></td>
</tr>
<tr>
<td>Meetinghouse</td>
<td></td>
</tr>
<tr>
<td>Total Contract</td>
<td></td>
</tr>
</tbody>
</table>

Name of Proposer: ________________________________

Contact Name: ________________________________

Signature: ________________________________

Address: ______________________________________

______________________________________________

Telephone: ______________ Fax: ______________
SAMPLE AGREEMENT

THIS AGREEMENT, made this ___ day of _______________, 2021 by and between __The Town of Jaffrey, New Hampshire__, hereinafter called “OWNER” and __________________________ doing business as (an individual, a partnership, or a corporation) hereinafter called “CONTRACTOR”.

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

1. The Contractor will commence and complete: 
   Cleaning of Town Office, Police Station and Meetinghouse

2. The CONTRACTOR will furnish all material, supplies, tools, equipment, labor, and other services necessary for the successful execution of the work described herein.

3. The CONTRACTOR will commence the WORK required by the CONTRACT DOCUMENTS on the date of issuance of the NOTICE TO PROCEED.

4. The CONTRACTOR agrees to perform all 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:
   a. Advertisement for BIDS
   b. Request for Proposal
   c. Bidders Proposal
   d. Agreement
   e. NOTICE TO PROCEED
   f. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the Proposal such amounts as required by the CONTRACT DOCUMENTS.
   g. The Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

6. Special Provision related to performance: The Town, at its sole discretion, may withhold up to 10% of the monthly payment for work not or partially completed. The Contractor will be provided notice of any amount withheld and the reason for such and provided the opportunity to resolve the issue prior to processing of checks.

IN WITNESS WHEREOF, the parties hereto have executed, or cause to be executed by their duly authorized officials, this Agreement in Four (4) copies, each of which shall be deemed an original on the date first above written.

OWNER: Town of Jaffrey, NH

BY:  
Jon Frederick  
Town Manager

CONTRACTOR: __________________________

BY: __________________________

Name: __________________________

Title: __________________________

Address: __________________________

______________________________