AGREEMENT FOR CLEANING SERVICES 2/15

THIS CONTRACT is made as of the <u>27</u> day of February 2013, by and between the Town of Canton a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter the "Town"), and Patterson Maintenance Service, P.O. Box 195, Avon, CT 06001-0195 (hereinafter "Contractor").

WHEREAS, the Town has issued a Request for Proposals to provide cleaning services (hereinafter referred to as the "RFP"), a copy of which is attached hereto as Exhibit A and is incorporated by reference as if fully set forth herein;

WHEREAS, in response to the RFP, the Contractor submitted to the Town a proposal (hereinafter referred to as "Proposal"), a copy of which is attached hereto as Exhibit B and is incorporated by reference as if fully set forth herein;

WHEREAS, the Town has selected the Contractor to perform certain services as specified in the RFP; and

WHEREAS, the Town and the Contractor desire to enter into a formal contract for the performance of these services:

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

- 1. <u>General</u> The Contractor agrees to perform the cleaning services to the Collinsville Fire Station and the North Canton Fire Station as described more fully in the attached RFP, attached Proposal, and this Agreement (collectively referred to as "Contract Documents"). The Contractor acknowledges that the award of this contract does not include the cleaning of the Department of Public Works Highway Garage.
- 2. <u>Term</u> This Contract is for a term of one year beginning on the execution of this Agreement. Upon agreement of both parties this Agreement may be extended for up to two (2) additional (1) one year renewals. Such extensions must be in writing and signed by both parties.
- 3. <u>Payments</u>: Contractor shall be compensated for services on a monthly basis pursuant to the following lump sum amount: Collinsville Fire Station Three Hundred Seventy-Five (\$375) Dollars; and North Canton Fire Station Two Hundred

Fifty (\$250) Dollars. The Contractor shall invoice the Town on a monthly basis. The Town shall pay the invoice within 30 days of the DPW Director's approval.

- 4. Right to Terminate The Town shall have the right to terminate all or a portion of this Agreement for its convenience and without cause. As used in this provision, "convenience" shall include but not be limited to the CAO's determination that proceeding with the Contract is not in the Town's interest. In the event of termination, the Town shall be liable to the Contractor for services performed to date and approved by the CAO in accordance with Paragraph 3, above.
- 5. <u>Non-Employment Relationship</u> The Town and the Contractor are independent parties. Nothing contained in this Agreement shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of this Agreement. The Contractor understands and agrees that its employees are not entitled to employee benefits, including but not limited to worker's compensation and employment insurance coverage, and disability from the Town. The Contractor shall be solely responsible for any applicable taxes.
- 6. <u>No Misrepresentations or Omissions</u> No representation, warranty or statement of the Contractor in the Proposal or this Agreement, including the Exhibits hereto, or any document furnished pursuant thereto, contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact required to be stated to make the statements contained therein not misleading in any material respect.
- 7. <u>Amendments</u> This Agreement may not be altered or amended, except by written agreement of the parties.
- 8. <u>Entire Agreement</u> It is expressly understood and agreed that this Agreement states the entire agreement between the parties and that the parties are not and shall not be bound by any stipulations, representations, agreement or promises, oral or otherwise, not printed or inserted in this Agreement or attached as Exhibits hereto.
- 9. <u>Validity</u> The invalidity of one or more of the phrases, sentences and clauses contained in this Contract shall not affect the remaining portions so long as the material purposes of this Contract can be determined and effectuated.
- 10. <u>Connecticut Law and Courts</u> This Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut and the parties irrevocably submit in any suit, action or proceeding arising out of this Agreement to the jurisdiction of the United States District Court for the District of Connecticut and the jurisdiction of any court of the State of Connecticut.
- 11. <u>Defense and Indemnification</u> The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the Town and its agents and

employees from and against all claims, damage, loss or expense, including reasonable attorney's fees, arising out of or resulting from services provided by the Contractor. The Contractor also agrees to pay any and all attorney's fees incurred by the Town, its agents, or its employees in enforcing any of the Contractor's defense or indemnification obligations. In any and all claims against the Town or any of its agents or employees by any employee of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor is liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by the Contractor under Workers' Compensation Acts, disability benefit acts, or other employee benefits acts.

- 12. <u>Compliance with Laws</u> The Contractor shall comply with all federal, state and local laws and regulations governing this Agreement, including without limitation health, safety and environmental requirements.
- 13. <u>Insurance</u> Contractor shall carry Commercial General Liability Insurance (Bodily Injury, Property Damage, Products and Completed Operations) in an amount of not less than one million dollars (\$1,000,000) per occurrence with a two million dollar (\$2,000,000) aggregate, combined single limits and a one million dollar (\$1,000,000) umbrella liability policy. The Contractor shall provide Worker Compensation insurance as required by the State of Connecticut. The Contract shall further provide Automobile bodily injury and property liability coverage with a combined limit per accident of one million dollars (\$1,000,000). Contractor shall provide the Town with certificates verifying such coverage acceptable to the Town before commencing any services. Such policy shall require thirty (30) days notice to the Town in writing prior to alteration, cancellation, termination or expiration of any kind. All Commercial General Liability Insurance shall name the Town as additional insured.
- 14. <u>No Assignment</u> The Contractor shall not subcontract, transfer or assign its obligations under this Agreement or any portion thereof without prior written consent of the CAO or the CAO's designate.
- 15. Execution This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS THEREOF, the parties have execof February 2013.	cuted this contract this 27th day
Patterson Maintenance Service	Witness:
By its:	Jan DA SM TTH
Swit Richard TOWN OF CANTON CONNECTICUT	Witness:
Robert Skinner Chief Administrative Officer	Sprimm C. Martin

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SCHEDULE - A

TOWN OF CANTON, CONNECTICUT SPECIFICATIONS FOR CLEANING SERVICE CONTRACT FOR MUNICIPAL BUILDINGS

The Director of Public Works shall be the successful bidder's direct contract and periodic conferences will be held with the department head responsible for each building to review the status of work progress at the site. Written status reports may also be required.

The successful bidder shall employ only honest and responsible employees, skilled in the tasks assigned to them. The successful bidder shall be responsible for all conduct of his employees. The successful bidder shall furnish the Town of Canton a list of names, addresses, and ages of employees working in the buildings in which services are requested.

The Town may require police verification on each of the successful bidder's employees working on Town property as to the absence of any record reflecting moral, felony, drug, or other types of arrest that would be detrimental to the Town or its residents using said buildings. The minimum acceptable police check shall be from the community in which the employee resides. Evidence of such check shall be delivered to the Director of Public Works.

The Director of Public Works may require the successful bidder to dismiss from the worksite such employee or employees as he deems incompetent, careless, insubordinate or otherwise objectionable.

The successful bidder shall be fully and directly responsible for any and all damage to buildings and their contents due to theft attributable, directly or indirectly, in whole or in part, to its employees and/or as a result of doors and/or windows left unlocked by successful bidder's personnel.

All work shall be completed in a thoroughly professional and workmanlike manner in strict accordance with the Contract Documents.

The successful bidder shall confine his activities to those areas necessary to complete the work and shall take all necessary steps to avoid damage to adjacent surfaces.

Any areas that are damaged during the course of the work shall be repaired or replaced to the satisfaction of the Town at no additional cost.

The Town of Canton reserves the right to establish the order of priority for completion of the various services and to delete any portion of the service upon notification of the successful bidder.

The hours of service are to be generally as follows: however, the final determination of the hours of service shall be arranged with the department head in charge of each building.

Collinsville Fire Station - One day/night per week at a time to be designated by the Fire Chief.

North Canton Fire Station – One day/night every other week at a time to be designated by the Fire Chief.

Public Works - One day/night per week at a time to be designated by the Public Works Director.

Effective for the duration of this contract, the Town of Canton reserves the right to hire a new Town employee to provide custodial services at any of the above referenced municipal buildings. Should the Town of Canton add any custodial staff to its workforce, the Town of Canton will provide three (3) weeks' notice before terminating cleaning service at any of these buildings.

The Town reserves the right to terminate cleaning service at one or more buildings and this shall have no impact on the service or cost of service at the remaining buildings.

The buildings listed are public buildings that are visited by the public on a regular basis and are expected to be maintained in a clean and presentable condition at all times. Prospective bidders are advised that the Town of Canton expects strict adherence with the specifications and the highest standard of cleanliness. Less than satisfactory performance will not be tolerated.

CONTRACT DURATION

This Agreement is for a term of one (1) year beginning on February 1, 2013 and ending on January 31, 2014. This contract may be extended by mutual agreement of both parties for two (2) additional one (1) year terms. The Town shall have the right to terminate all or a portion of the Agreement if (a) the successful bidder does not comply with any provision of the Agreement, or (b) if the Town does not appropriate and/or budget sufficient monies for the second or third years of the Agreement, in which case the Town shall have no further obligation or liability to the successful bidder for any portion of the Agreement terminated or for the unfunded year or years.

COORDINATION WITH OTHERS

During the progress of the work, the Town, or others may be engaged in performing work within the buildings. The successful bidder shall coordinate the work to be done under this Invitation to Bid with the work of others, in such a manner as the Director of Public Works shall approve or direct.

PUBLIC SAFEGUARDS

The successful bidder agrees to conduct the work at all times in such a manner that the general public shall not inconvenience needlessly nor shall it be wholly obstructed at any point.

OBLIGATIONS OF THE SUCCESSFUL BIDDER

The successful bidder shall, at his own expense, provide all manner of supervision, labor, materials, apparatus, scaffolding, appliances, tools, machinery, transportation, and whatever else may be required of every description necessary to do and complete the work, and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof. The successful bidder shall employ only competent workers and shall provide experienced supervisors.

WATER SUPPLY AND ELECTRICAL ENERGY

The successful bidder may use the Town's facilities to obtain the electrical energy and water supply necessary for cleaning purposes.

TECHNICAL SPECIFICATIONS

1. GENERAL CLEANING

Applies to the Collinsville Fire Station. Full cleaning service shall be performed at 51 River Road, Canton CT one day/night per week at a time to be designated by the Fire Chief.

Applies to the North Canton Fire Station. Full cleaning service shall be performed at 540 Cherry Brook Road, North Canton CT one day/night every other week at a time to be designated by the Fire Chief.

Applies to the Collinsville Fire Station. Full cleaning service shall be performed at 50 Old River Road, Canton CT one day/night per week at a time to be designated by the Director of Public Works.

As the Town of Canton deems necessary, additional municipal facilities may be included into this contract. Should this occur during the duration of this contract, pricing and scheduling of cleaning for each facility will be negotiated on an individual basis.

It shall not be assumed that the level of cleanliness that presently exists in each of the public buildings meets these specifications or is satisfactory to the Town of Canton. The successful bidder shall be required to assure that all provisions of these specifications are met entirely and that the Town is provided with clean and presentable buildings.

The following building areas, provided for each facility, are considered estimated net square footage (usable square footage). Bidders are responsible to verify these quantities and interior finishes as necessary to submit a competent and responsible bid.

Name of Facility	Estimated Net	Number of	Number of	Number of	Number of
	Square Footage	Urinals	Sinks	Toilets	Showers
Collinsville	1,400	2.	7	4	1
Fire Station					
North Canton	1200	0	5	4	0
Fire Station					
Public Works	900	- 2	4	3	2

A. DAILY CLEANING

- 1. Empty all waste receptacles in designated containers. Empty all waste receptacles at outside/inside entrance ways. Empty all recyclable containers at designated collection points. Waste basket liners shall be furnished and replaced by the Successful bidder as necessary for all waste receptacles.
- 2. Sweep and dry mop all tile floors with chemically treated mops. Wet mop or spray buff where and when necessary daily.
- 3. Sweep and mop stairwells and other soiled areas.
- 4. Spot clean all walls, doors, door jambs, and other vertical surfaces.

- 5. HEPA Vacuum all carpeting including under entrance mats and remove spots as required.
- 6. Clean and sanitize drinking fountains.
- 7. Mop lavatory floors using a minimum of two ounces of disinfectant per gallon of water, rinse and dry.
- 8. Clean, sanitize and polish all vitreous fixtures (toilet bowls, urinals and sinks). Clean all glass mirrors and polish all bright work. Wash all toilet seats using disinfectant and leave seats in an upright position free of watermarks.
- 9. Replace all paper, hand towels, hand soap, as needed. Supplies to be furnished by the Town.
- 10. Damp wipe lavatory walls, wall fixtures, countertops, moldings, stalls, partitions and other surfaces. All partitions are to be left free of watermarks and finger marks
- 11. Clean entrance door glass all buildings

B. PERIODIC CLEANING

- 1. Monthly (All Buildings unless otherwise specified)
- a. Dust or vacuum all furniture, cabinets, tables, chairs, bookcases, desks, lamps, etc., as well as moldings, ledges, chair rails, baseboards, trim and all horizontal surfaces within normal reach.
 - b. Dust or vacuum all venetian blinds.
 - c. Clean interior windows, partitions and doors.
 - d. Clean meeting room at the two Fire Stations.
- e. Strip seal (one coat), and wax (two coats) all tiled floors in Public Works and all Fire Houses. Heavily used areas may require being done more often.
- 2. Semi-Annually (All buildings unless otherwise specified)
 - a. Clean inside and outside surfaces of all exterior windows.
 - b. All high dusting, over 6'6".
 - c. Carpet Extraction

Annually (All buildings)

a. All lights, light shades and walls are to be cleaned during the month of April.

All weekly tasks shall be completed on the same day of the week during each week, semi-annual tasks shall be completed once during the first six months. The successful bidder shall notify the Director of Public Works of the date on which he initially performed each task in order to establish anniversary dates to be used as a base in scheduling future performance of these tasks.

The successful bidder shall be required to complete and submit a task completion check list to the person in charge of each building and to the Director of Public Works for all weekly, monthly semi-annual and annual tasks.

Should a listed daily or weekly task not be completed on schedule, then the monthly payment shall be pro-rated for those daily or weekly tasks actually completed.

All areas of the buildings except storage areas shall be covered by this Invitation to Bid. Fire apparatus rooms shall not be considered storage areas.

SPECIAL NOTES

Sanitation Standards — To ensure a healthy and safe municipal facility environment in which to work, all cleaning procedures must adhere to the highest standards as they relate to the health and well being of all building occupants.

Cleaning Chemical Applications — Every effort must be made to use proven environmentally safe cleaning products, polishes, floor stripper, floor finishes, etc. All products for all applications must be provided (listed and indexed) for review by the Director of Public Works before they are introduced into any municipal building.

Labor, Supplies, Equipment, etc. - To Be Supplied by Successful Bidder — Provide all necessary labor, cleaning supplies, trash receptacle liners, and cleaning equipment, in order to properly clean and maintain the municipal facilities.

Cleaning Schedules — A cleaning schedule must be provided by the successful bidder for weekly cleaning operations (see personnel information below). Cleaning schedules shall accommodate and not interfere with the building usage, schedule of any activities, community activities, etc. which may use any part of the municipal facility during daytime and night time hours.

Cleaning Complaints — If a cleaning complaint cannot be resolved and cleaning procedures do not meet Town of Canton's Director of Public Works cleaning standards, there will be a deduction from the monthly invoice at the discretion of the Director of Public Works. The Director of Public Works or his designee will contact the cleaning successful bidder with the pertinent information and he will be given sufficient time to resolve any issues.

Personnel Information - Personnel list, reference checks, names addresses and phone numbers must be provided with revisions as they occur. The personnel list must show the facility they are assigned to, responsibility and daily hours of work.

Building Supervisor — The successful bidder shall assign a supervisor to be assigned to Canton's municipal buildings to oversee all cleaning procedures and must be supervising during cleaning hours. Additional responsibilities will be to provide a monthly cleaning survey to the Director of Public Works or as directed. The Building Supervisor must meet with the Director of Public Works or his designee at least once a month to discuss cleaning status and any issues of concern. The Building Supervisor assigned to each municipal facility is responsible for all cleaning procedures. The Building Supervisor must be able to communicate verbally and in writing in English regarding all cleaning responsibilities.

Log Book Procedures — A log book must be provided and used weekly by the cleaning successful bidder at each building in order to sign in and out, record start and end of work shift, description of cleaning issues and response to cleaning issues.

MSDS Procedures – MSDS book must be provided at each municipal facility and wall mounted in each custodial closet. A district wide Master Copy must be provided to the Director of Public Works and must be updated as required.

HEPA Vacuuming Procedures — All carpeted flooring must be HEPA vacuumed daily. The HEPA vacuum must be a Pro Team Coach Pack Linevacert model #100277 or approved equal. Filters must be changed as needed. Cleaning personnel must be properly trained in the usage and maintenance of all equipment.

Carpet Extraction Procedures – Early Spring (March/April) and again Late Fall (October/November) carpeting must be steam extracted and disinfected. A minimum of 200 degrees F. must be maintained at the nozzle and carpets must be thoroughly dried within twelve (12) hours. Prior to commencing this work, a schedule for each building must be approved by the Director of Public Works or his designee.

Resilient Flooring Procedures – Following floor care cleaning approved by the manufacturer. Note: all offices, lobby areas, corridors and entrances must maintain a minimum of 3 coats of floor finish containing 20%-25% solids when dry. Floors must be ultra high speed burnishable.

Town Provided Products - The Town will supply liquid soap, toilet paper and paper towels for all municipal buildings. The successful bidder will be responsible to install the liquid soap, toilet paper and paper towels in each building as needed.

TOWN CONTACT LIST

Robert J. Martin
Director of Public Works
4 Market Street
P. O. Box 168
Collinsville, CT 06022-0168
Phone (860) 693-7863
Fax (860) 693-7864
Cell (860) 836-2333
martin@townofcantonct.org

Kevin Smith
Building Supervisor
4 Market Street
P. O. Box 168
Collinsville, CT 06022-0168
Cell (860) 830-9873
ksmith@townofcantonct.org

TOWN OF CANTON BID PROPOSAL FORM CLEANING SERVICE CONTRACT FOR MUNICIPAL BUILDINGS

BID FROM:	
NAME	
COMPANY NAME	
STREET	
CITY, STATE, ZIP CODE	
The undersigned declares that he/she has visited the facilities and thor the Contract Documents for the proposed work and that, if his/her bid will enter into the Agreement with the Town in the form included with Bid, and that he will take in full payment therefore for the duration of period, the lump sum or unit price applicable to each item of the work following schedule.	is accepted, he/she h the Invitation to the Agreement
Collinsville Fire Station – 51 River Road, Canton CT February 1, 2013 and ending on January 31, 2014	Dollars
And	Cents
(Price per Month in Words)	COII
\$	
(Price per Month in Figures	
North Canton Fire Station - 540 Cherry Brook Road, No February 1, 2013 and ending on January 31, 2014	
	Dollars
And	Cents
(Price per Month in Words)	
\$	
(Price per Month in Figures	

Public Works - 50 Old River Road, Canton CT February 1, 2013 and ending on January 31, 2014	
represent 1, 2013 and ending on January 31, 2014	Dollars
And	Cents
(Price per Month in Words)	
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(Price per Month in Figures	
TOTAL BASE BID February 1, 2013 and ending on January 31, 2014	Dollars
And	Cents
(Total Annual Price in Words)	
\$	
(Total Annual Price in Figures)	
Price given is the final to the Town and includes all taxes, overhead	d and profit of the

bidder.

TOWN OF CANTON, CONNECTICUT INSURANCE REQUIREMENTS FOR CLEANING SERVICE CONTRACT FOR MUNICIPAL BUILDINGS

The successful bidder agrees to maintain in force at all times during the Contract the following coverages placed with company ('s) licensed by the State of Connecticut which have at least an "A-" VIII policyholders rating according to Best Publication's latest edition Key Rating Guide.

(Minimum Limits)

General Liability* Each Occurrence 1,000,000

General Aggregate 2,000,000

Products/Completed Operations Aggregate 2,000,000

Auto Liability* Combined Single Limit

Each Accident \$1,000,000

Umbrella* Each Occurrence \$1,000,000 (Excess Liability) Aggregate \$1,000,000

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the Contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the Contract for two (2) years from the completion date.

Workers' Compensation and WC Statutory Limits

Employers' Liability EL Each Accident \$100,000

EL Disease Each Employee \$100,000 EL Disease Policy Limit \$500,000

Original, completed Certificates of Insurance must be presented to the Town prior to Contract execution. The successful bidder agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy. Should any of the above described policies be cancelled before the expiration date, written notice must be given to the Town thirty (30) days prior to cancellation.

END OF INSURANCE REQUIREMENTS

^{*} The Town of Canton shall be named as "Additional Insured." Coverage is to be provided on a primary, noncontributory basis. Waiver of subrogation must be provided.

SCHEDULE - B

Town of Canton Bid Pricing/Cleaning Service Contract for Municipal Building

All pricing is inclusive of the following Semi -Annual and Annual Maintenance Items:

Semi-Annually Carpet Extraction, using commercial grade steam/hot water extraction equipment Semi-Annual strip and re-coat all VCT flooring within each facility Semi-Annually Clean inside and outside of all exterior windows Semi-Annually All high dusting over 6'6" Annually clean all lights, light shades and walls during the month of April

All normal "daily" cleaning and "monthly" cleaning items are to be performed within the course of the weekly cleaning (or bi-weekly) throughout the month as listed within the bid-package.

Location:	Monthly Charge Inclusive Of Periodic Services	Monthly Charge Without Periodic Services			
Collinsville Fire Station:	\$375.00/monthly	\$300.00/monthly			
North Canton Fire Station:	\$250.00/monthly	\$175.00/monthly			
Public Works:	\$300.00/monthly	\$225.00/monthly			

*Note: All pricing is inclusive of all necessary labor, insurance, equipment, and trash liners necessary to complete all requested tasks within bid-package.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYY) 2/12/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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-	DUCER			:	NAME:	MACT Kathleen Wentworth				
1	ntworth-DeAngelis, Inc.				PHONE (860) 676-3073 FAX Not: (860) 676-2217					
74 Batterson Park Road					EMAIL ADDRESS kathy@wdkinsurance.com					
_					INSURER(S) AFFORDING COVERAGE					NAIC#
		032			INSUR			URANCE CO. OF	1	19259
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	If yes, describe under DESCRIPTION OF OPERATIONS below									500,000
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