

TOWN OF CHESHIRE, CONNECTICUT

**ANNOTATED INVITATION
TO BID
(Cleaning Service Contract for Municipal Buildings)
#2122-17**

LEGAL NOTICE

TOWN OF CHESHIRE, CONNECTICUT

INVITATION TO BID

Bid # 2122-17

Cleaning Service Contract for Municipal Buildings

May 27, 2022

The Town of Cheshire will receive sealed bids for ***Cleaning Services for Municipal Buildings*** until **June 16, 2022** , at **10:00 AM**. At that time bids will be opened in public and read aloud. There will be a **Non-Mandatory Walk-Through** of the municipal buildings on **June 7, 2022, at 10:00 AM** starting at the Town Hall Lobby located at 84 South Main Street, Cheshire, CT 06410.

The documents comprising the Invitation to Bid may be obtained on the Town's website, www.cheshirect.org, under "Business" / "Bids & RFPs."

The Town of Cheshire reserves the rights to amend or terminate this Invitation to Bid, accept all or any part of a bid, reject all bids, waive any informalities or non-material deficiencies in a bid, and award the bid to the bidder that, in the Town's judgment, will be in the Town's best interests.

TOWN OF CHESHIRE, CONNECTICUT

INVITATION TO BID FOR
Cleaning Service Contract for Municipal Buildings

Bid Number: #2122-17
Bid Opening Date: June 16, 2022
Bid Opening Time: 10:00 AM
Bid Opening Place: Cheshire Town Hall, Room 207/209

The Town of Cheshire is seeking sealed bids for Cleaning Services for (12) Municipal Buildings.

One (1) original and two (2) copies of sealed bids must be received in the Cheshire Town Hall, Room 213 (Public Works Office), 84 South Main Street, Cheshire, CT 06410 by the date and time noted above. The Town of Cheshire (the "Town") will not accept submissions by e-mail or fax. The Town will reject bids received after the date and time noted above.

The documents comprising this Invitation to Bid may be obtained on the Town's website, www.cheshirect.org, under "Business"/ "Bids & RFPs." **Each bidder is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its bid in accordance with the Invitation to Bid as modified by the addenda.**

Bids must be held firm and cannot be withdrawn for sixty (60) calendar days after the opening date.

The Town reserves the rights to amend or terminate this Invitation to Bid, accept all or any part of a bid, reject all bids, waive any informalities or non-material deficiencies in a bid, and award the bid to the bidder that, in the Town's judgment, will be in the Town's best interests.

This Invitation to Bid ("ITB") includes:

- Standard Instructions to Bidders
- Specifications
- Insurance Requirements
- Bid Form
- Bidder's Legal Status Disclosure
- Bidder's Certification Concerning Equal Employment Opportunities and Affirmative Action Policy
- Bidder's Non Collusion Affidavit
- Bidder's Statement of References
- Addenda, if any
- The Contract in the form attached

TOWN OF CHESHIRE, CONNECTICUT

STANDARD INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

The Town of Cheshire (the “Town”) is soliciting sealed bids for **Cleaning Services**. This ITB is not a contract offer, and no contract will exist unless and until a written contract is signed by the Town and the successful bidder.

Interested parties should submit a bid in accordance with the requirements and directions contained in this ITB. **Bidders are prohibited from contacting any Town employee, officer or official concerning this ITB, except as set forth in Section 6, below. A bidder’s failure to comply with this requirement may result in disqualification.**

If there are any conflicts between the provisions of these Standard Instructions to Bidders and any other documents comprising this ITB, these Standard Instructions to Bidders shall prevail.

2. RIGHT TO AMEND OR TERMINATE THE ITB OR CONTRACT

The Town may, before or after bid opening and in its sole discretion, clarify, modify, amend or terminate this ITB if the Town determines it is in the Town’s best interest. Any such action shall be effected by a posting on the Town’s website, www.cheshirect.org, under “Business” / “Bids & RFPs.” **Each bidder is responsible for checking the Town’s website to determine if the Town has issued any addenda and, if so, to complete its bid in accordance with the ITB as modified by the addenda.**

If this ITB provides for a multi-year agreement, the Town also reserves the right to terminate the Contract at the end of the last fiscal year for which funds have been appropriated, and the Town shall have no obligation or liability to the successful bidder for any unfunded year or years. ***[This provision may have to be modified for procurements that will require a significant up-front investment by the successful bidder.]***

3. KEY DATES

Pre-Bid Conference or Site Visit: Optional Site Visit June 7, 2022, beginning in the Town Hall Lobby at 10:00 AM. (84 South Main Street, Cheshire, CT 06410)

Bid Opening: June 16, 2022

Preliminary Notice of Award: June 17, 2022

Contract Execution: July 24, 2022

The Preliminary Notice of Award and Contract Execution dates are anticipated, not certain, dates.

4. OBTAINING THE ITB

All documents that are a part of this RFP may be obtained on the Town's website, www.cheshirect.org, under "**Business**" / "**Bids and RFPs.**"

5. BID SUBMISSION INSTRUCTIONS

Bids must be received in the **Department of Public Works, Room 213, Cheshire Town Hall, 84 South Main Street, Cheshire, CT 06410** prior to the date and time the bids are scheduled to be opened publicly. Postmarks prior to the opening date and time do **NOT** satisfy this condition. The Town will not accept submissions by e-mail or fax. Bidders are solely responsible for ensuring timely delivery. The Town will **NOT** accept late bids.

One (1) original and two (2) copies of all bid documents must be submitted in sealed, opaque envelopes clearly labeled with the bidder's name, the bidder's address, the words "**BID DOCUMENTS,**" and the **Bid Title, Bid Number** and **Bid Opening Date**. The Town may decline to accept bids submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such bid documents and inform the bidder that the bid documents may be resubmitted in a sealed envelope properly marked as described above.

Bid prices must be submitted on the Bid Form included in this ITB. All blank spaces for bid prices must be completed in ink or be typewritten; bid prices must be stated in both words and figures. The person signing the Bid Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as "SAME" shall not be used in the Bid Form.

Bids may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date the bids are scheduled to be opened. Bids are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) days ***[Depending on the subject matter, the Town may need more than 60 days. If the Town requires a longer period, this statement needs to be changed, along with the statement on the first page of the Invitation to Bid.]*** after the opening date, to give the Town sufficient time to review the bids, investigate the bidders' qualifications, secure any required municipal approvals, and execute a binding contract with the successful bidder.

An authorized person representing the legal entity of the bidder must sign the Bid Form and all other forms included in this ITB.

6. QUESTIONS AND AMENDMENTS

Questions concerning the process and procedures applicable to this ITB are to be submitted **in writing** (including by e-mail or fax) and directed **only to:**

Name: George Noewatne, Director of Public Works and Engineering
Department: Public Works
E-mail: gnoewatne@CheshireCT.org

Fax: 203-271-6659

Questions concerning this ITB's Specifications are to be submitted **in writing** (including by e-mail or fax) and directed **only to**:

Name: George Noewatne, Director of Public Works and Engineering
Department: Public Works
E-mail: gnoewatne@CheshireCT.org
Fax: 203-271-6659

Bidders are prohibited from contacting any other Town employee, officer or official concerning this ITB. A bidder's failure to comply with this requirement may result in disqualification.

The appropriate Town representative listed above must receive any questions from bidders no later than seven (7) business days before the bid opening date. That representative will confirm receipt of a bidder's questions by e-mail. The Town will answer all written questions by issuing one or more addenda, which shall be a part of this ITB and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

At least four (4) calendar days prior to bid opening, the Town will post any addenda on the Town's website, www.cheshirect.org, under "Bids & RFPs." **Each bidder is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its bid in accordance with the ITB as modified by the addenda.**

No oral statement of the Town, including oral statements by the Town representative(s) listed above, shall be effective to waive, change or otherwise modify any of the provisions of this ITB, and no bidder shall rely on any alleged oral statement.

7. ADDITIONAL INFORMATION

The Town reserves the right, either before or after the opening of bids, to ask any bidder to clarify its bid or to submit additional information that the Town in its sole discretion deems desirable.

8. COSTS FOR PREPARING BID

Each bidder's costs incurred in developing its bid are its sole responsibility, and the Town shall have no liability for such costs.

9. OWNERSHIP OF BIDS

All bids submitted become the Town's property and will not be returned to bidders.

10. FREEDOM OF INFORMATION ACT

All information submitted in a bid or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A bidder's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A bidder must identify specifically the pages and portions of its bid or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the bidder cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a bidder's Confidential Information, it will promptly notify the bidder in writing of such request and provide the bidder with a copy of any written disclosure request. The bidder may provide written consent to the disclosure or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The bidder shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

11. REQUIRED DISCLOSURES

In its Bid Form each bidder must disclose, if applicable:

- Its inability or unwillingness to meet any requirement of this ITB, including but not only any of the Contract Terms contained in Section 26, below;
- If it is listed on the State of Connecticut's Debarment List;
- If it is ineligible, pursuant to Conn. Gen. Stat. § 31-57b, to be awarded the Contract because of occupational safety and health law violations;
- All resolved and pending arbitration and litigation matters in which the bidder or any of its principals (regardless of place of employment) has been involved within the last seven (7) years;
- All criminal proceedings in which the bidder or any of its principals (regardless of place of employment) has ever been the subject; and
- Each instance in which it or any of its principals (regardless of place of employment) has ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts.

A bidder's acceptability based on these disclosures lies solely in the Town's discretion.

12. REFERENCES

Each bidder must complete and submit the Bidder's Statement of References form included in this ITB.

13. LEGAL STATUS

If a bidder is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any bidder's legal status.

14. BID SECURITY

"THIS ITEM IS NOT APPLICABLE TO THIS ITB"

15. PRESUMPTION OF BIDDER'S FULL KNOWLEDGE

Each bidder is responsible for having read and understood each document in this ITB and any addenda issued by the Town. A bidder's failure to have reviewed all information that is part of or applicable to this ITB, including but not only any addenda posted on the Town's website, shall in no way relieve it from any aspect of its bid or the obligations related thereto.

Each bidder is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this ITB or the performance of the work/provision of the items described herein.

By submitting a bid, each bidder represents that it has thoroughly examined and become familiar with the scope of work/requested items outlined in this ITB, and it is capable of performing the work/providing the items to achieve the Town's objectives. If applicable, each bidder shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its bid.

16. SUBSTITUTIONS

The bidder must attach detailed information concerning deviations from any specified/name brands specified in the ITB and explain in detail how the substitution compares with the specified brand's specifications. The Town in its sole discretion shall decide whether the substitution is acceptable.

17. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt #066-001971. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1). No exemption certificates are required, and none will be issued.

18. INSURANCE

The successful bidder shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Insurance Requirements that are a part of this ITB. The Town reserves the right to request from the successful bidder a complete, certified copy of any required insurance policy.

19. PERFORMANCE SECURITY

“THIS ITEM IS NOT APPLICABLE TO THIS ITB”

20. DELIVERY ARRANGEMENTS

The successful bidder shall deliver the item(s) that are the subject of the ITB, at its sole cost and expense, to the location(s) listed in the Specifications.

21. AWARD CRITERIA; SELECTION; CONTRACT EXECUTION

All bids will be publicly opened and read aloud as received on the date, at the time, and at the place identified in this ITB. Bidders may be present at the opening.

The Town reserves the right to correct, after bidder verification, any mistake in a bid that is a clerical error, such as a price extension, decimal point error or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town reserves the rights to accept all or any part of a bid, reject all bids, and waive any informalities or non-material deficiencies in a bid. The Town also reserves the right, if applicable, to award the purchase of individual items under this ITB to any combination of separate bids or bidders.

The Town will accept the bid that, all things considered, the Town determines is in its best interests. Although price will be an important factor in most invitations to bid, it will not be the only basis for award. Due consideration may also be given to a bidder’s experience, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the Town’s interests, including compliance with the procedural requirements stated in this ITB.

The Town will not award the bid to any business that or person who is in arrears or in default to the Town with regard to any tax, debt, contract, security, or any other obligation.

If the lowest bidder meets all specifications, is responsive, and, if applicable, qualified, but the bid is not acceptable to the Town Manager or, if applicable, the Public Building Commission or the Board of Education, the matter must be referred to the Town Council for its decision on whether to reject all bids, to accept a higher bid, or to take such other action as may be in the Town’s best interests.

The Town will select the bid that it deems to be in the Town’s best interest and issue a Preliminary Notice of Award to the successful bidder. The award may be subject to further discussions with the bidder. **The making of a preliminary award to a bidder does not provide the bidder with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A bidder has rights, and the Town has obligations, only if and when a Contract is executed by the Town and the bidder.**

If the bidder does not execute the Contract within ten (10) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may call any bid security provided by the bidder and may enter into discussions with another bidder.

The Preliminary Notice of Award and Contract Execution dates in Section 3's Key Dates are anticipated, not certain, dates.

22. AFFIRMATIVE ACTION, AND EQUAL OPPORTUNITY

Each bidder must submit a completed Bidder's Certification Concerning Equal Employment Opportunities and Affirmative Action Policy form included with this ITB. Bidders with fewer than ten (10) employees should indicate that fact on the form and return the form with their bids.

23. NONRESIDENT REAL PROPERTY CONSTRUCTION CONTRACTORS

THIS ITEM IS NOT APPLICABLE TO THIS ITB

24. COMPLIANCE WITH IMMIGRATION LAWS

By submitting a bid, each bidder confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Contract will at all times be authorized for employment in the United States of America. Each bidder also confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Contract and that it will require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract.

The successful bidder shall defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney's fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the successful bidder or its subcontractor. The successful bidder shall also be required to pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the successful bidder's obligations under this provision, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

25. NON COLLUSION AFFIDAVIT

Each bidder shall submit a completed Bidder's Non Collusion Affidavit that is part of this ITB.

26. MUNICIPAL PUBLIC WORKS CONTRACT REQUIREMENTS

27. CONTRACT TERMS

A contract template has been provided with this Invitation to Bid. By submitting a bid, the Bidder acknowledges and agrees that it will execute the contract submitted to it for execution by the Town, without alteration or modification by the Bidder, within five (5) days of receipt of notice of award. The following provisions will be mandatory terms of the Town's Contract with the successful bidder. If a bidder is unwilling or unable to meet any of these Contract Terms, it must disclose that inability or unwillingness in its Bid Form (see Section 11 of these Standard Instructions to Bidders):

a. DEFENSE, HOLD HARMLESS AND INDEMNIFICATION

The successful bidder agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful bidder's malfeasance, misconduct, negligence or failure to meet its obligations under the ITB or the Contract. The successful bidder's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful bidder's insurance. ***[Conn. Gen. Stat. § 52-572k declares void as against public policy clauses "in connection with or collateral to a contract or agreement relative to the construction, alteration, repair or maintenance of any building, structure or appurtenances thereto including moving, demolition and excavating connected therewith, that purport to indemnify or hold harmless the promisee against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of such promisee, such promisee's agents or employees." To ensure compliance with this statutory provision, the following sentence should be added to ITBs (and contracts) relating to "the construction, alteration, repair or maintenance of any building, structure or appurtenances thereto including moving, demolition and excavating connected therewith":*** Nothing in this section shall obligate the successful bidder to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Town Indemnified Parties.]

In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful bidder, or anyone directly or indirectly employed or contracted with by the successful bidder, or anyone for whose acts or omissions the successful bidder is or may be liable, the successful bidder's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful bidder under workers' compensation acts, disability benefit acts, or other employee benefits acts.

The successful bidder shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful bidder's obligations under this section, which obligations shall survive the termination or expiration of this ITB and the Contract.

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful bidder.

b. ADVERTISING

The successful bidder shall not name the Town in its advertising, news releases, or promotional efforts without the Town's prior written approval.

If it chooses, the successful bidder may list the Town in a Statement of References or similar document required as part of its response to a public procurement. The Town's permission to the successful bidder to do so is not a statement about the quality of the successful bidder's work or product or the Town's endorsement of the successful bidder.

c. W-9 FORM

The successful bidder must provide the Town with a completed W-9 form before Contract execution.

d. PAYMENTS

Bidders are encouraged to offer discounts for early payment. All other payments are to be made 30 days after the appropriate Town employee receives and approves the invoice, unless otherwise specified in the Specifications.

In each of its contracts with subcontractors or materials suppliers, the successful bidder shall agree to pay any amounts due for labor performed or materials furnished not later than thirty (30) days after the date the successful bidder receives payment from the Town that encompasses the labor performed or materials furnished by such subcontractor or material supplier. The successful bidder shall also require in each of its contracts with subcontractors that such subcontractor shall, within thirty (30) days of receipt of payment from the successful bidder, pay any amounts due any sub-subcontractor or material supplier, whether for labor performed or materials furnished.

Each payment application or invoice shall be accompanied by a statement showing the status of all pending change orders, pending change directives and approved changes to the Contract. Such statement shall identify the pending change orders and pending change directives and shall include the date such change orders and change directives were initiated, additional cost and/or time associated with their performance and a description of any work completed. The successful bidder shall require each of its subcontractors and suppliers to include a similar statement with each of their payment applications or invoices.

e. TOWN INSPECTION OF WORK/PRODUCTS

The Town may inspect the successful bidder's work or products at all reasonable times. This right of inspection is solely for the Town's benefit and does not transfer to the Town the

responsibility for discovering patent or latent defects. The successful bidder has the sole and exclusive responsibility for performing in accordance with the Contract.

f. REJECTED WORK OR MATERIALS

The successful bidder, at its sole cost and expense, shall remove from the Town's property rejected items, commodities and/or work within 48 hours of the Town's notice of rejection. Immediate removal may be required when safety or health issues are present.

g. MAINTENANCE AND AVAILABILITY OF RECORDS

The successful bidder shall maintain all records related to the Contract for a period of five (5) years after final payment under the Contract or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

h. SUBCONTRACTING

The successful bidder shall not subcontract, transfer or assign all or any portion of its obligations under the Contract.

i. PREVAILING WAGES

THIS ITEM IS NOT APPLICABLE TO THIS ITB

j. PREFERENCES

THIS ITEM IS NOT APPLICABLE TO THIS ITB

k. WORKERS COMPENSATION

THIS ITEM IS NOT APPLICABLE TO THIS ITB

Prior to Contract execution, the Town will require the tentative successful bidder to provide a current statement from the State Treasurer that, to the best of the State Treasurer's knowledge and belief, as of the date of the statement, the tentative successful bidder was not liable to the State for any workers' compensation payments made pursuant to Conn. Gen. Stat. § 31-355.

l. SAFETY

THIS ITEM IS NOT APPLICABLE TO THIS ITB

The successful bidder and each of its permitted subcontractors shall furnish proof that each employee performing the work of a mechanic, laborer or worker under the Contract has completed a course of at least ten (10) hours in construction safety and health approved by the

federal Occupational Safety and Health Administration or has completed a new miner training program approved by the Federal Mine Safety and Health Administration. Such proof shall be provided with the certified payroll submitted for the first week each such employee, mechanic, laborer, or worker begins work under the Contract.

m. COMPLIANCE WITH LAWS

The successful bidder shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its bid and the performance of the Contract.

n. LICENSES AND PERMITS

The successful bidder certifies that, throughout the Contract term, it shall have and provide proof of all approvals, permits and licenses required by the Town and/or any state or federal authority. The successful bidder shall immediately and in writing notify the Town of the loss or suspension of any such approval, permit or license.

o. AMENDMENTS

The Contract may not be altered or amended except by the written agreement of both parties.

p. ENTIRE AGREEMENT

It is expressly understood and agreed that the Contract contains the entire agreement between the parties, and that the parties are not, and shall not be, bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed or inserted in the Contract or its attached exhibits.

q. VALIDITY

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

r. CONNECTICUT LAW AND COURTS

The 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 the Contract to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

s. NON-EMPLOYMENT RELATIONSHIP

The Town and the successful bidder are independent parties. Nothing contained in the Contract 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 the Contract. The successful bidder understands and agrees that it is not entitled to employee benefits, including but not limited to workers compensation and employment insurance coverage, and disability. The successful bidder shall be solely responsible for any applicable taxes.

END OF STANDARD INSTRUCTIONS TO BIDDERS

TOWN OF CHESHIRE, CONNECTICUT

**SPECIFICATIONS FOR
Cleaning Service Contract for Municipal Buildings**

BID #2122-17

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 Cheshire 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 Cheshire 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.

Library:	Six nights per week at a time to be designated by the Library Director.
Senior Center:	Five nights per week at a time to be designated by the Director of Public Works
Fire Headquarters:	Five days per week at a time to be designated by the Fire Chief
Fire Station #2:	Fridays at a time to be designated by the Fire Chief
Fire Station #3:	Five days per week at a time to be designated by the Fire Chief
Animal Control Facility:	Five days per week at a time to be designated by the Chief of Police
Police Headquarters:	Six days per week at a time to be designated by the Chief of Police
Public Works Garage:	Tuesday & Thursday (daytime) at a time to be designated the Highway & Grounds Superintendent
Artsplace:	Five days per week at a time to be directed by the Director of Artsplace
Youth Center:	Five nights per week at a time to be directed by the Director of Recreation
Town Hall:	Five nights per week at a time to be directed by the Director of Public Works
Yellow House:	Mondays and Thursdays at a time to be designated by the Director of Youth Services

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 Cheshire 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 three (3) years beginning on July 1, 2022 and ending on June 30, 2025. 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 Town Hall, Library, Police Station, Animal Control, Senior Center, Youth Center, Artsplace, Fire Headquarters, Fire House #2 Fire House #3, Public Works Garage and Yellow House.

Full cleaning service shall be performed daily at **Cheshire Police Headquarters 500 Highland Avenue; (6) six days per week** at a time to be designated by the Chief of Police.

Full Cleaning service shall be performed daily at **Cheshire Public Library, 104 Main Street, (6) six nights per week.**

Full cleaning service shall be performed daily at the **Cheshire Town Hall, 84 South Main Street, Youth Center, 599 South Main Street, Cheshire Fire Headquarters, 250 Maple Avenue, Cheshire Firehouse #3, 1125 South Main Street; Cheshire Senior Center, 240 Maple Avenue; Artsplace, 1220 Waterbury Road; and Animal Control Facility, 496 Highland Avenue; Yellow House, 554 South Main Street; (5) five days/nights per week** at a time to be designated by the Director of Public Works or Director of each facility.

Full cleaning service at the **Public Works Garage, 1286 Waterbury Road; (Office, Hallway, Lavatory, and Kitchen area)** and shall be performed on Tuesday and Thursday (**days**) at a time to be designated by the Highway and Grounds Superintendent.

Full cleaning service shall be performed **of Fire House #2, 1511 Byam Road** on Friday at a time to be designated by the Fire Chief.

As the Town of Cheshire 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 Cheshire. 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.

ESTIMATED NET SQUARE FOOTAGE
TOWN OF CHESHIRE MUNICIPAL BUILDINGS

NAME OF FACILITY	Estimated Net Square Footage	Number of Urinals	Number of Sinks	Number of Toilets	Number of Showers
Library	32,900	1	12	7	0
Senior Center	6,908	2	15	8	0
Police Headquarters	10,783	2	18	23	4
Animal Control	545	0	3	1	1 tub
Fire Headquarters	5,547	3	6	5	2
Fire House #2	1,697	1	4	3	2
Fire House #3	2705	1	4	3	2
Public Works Garage	756	2	3	3	1
Artsplace	6,808	2	7	6	0
Town Hall	28,745	3	8	10	1
Youth Center	6,408	2	10	7	0
Yellow House	856	0	3	2	0

A. DAILY CLEANING

1. Empty all waste receptacles, pencil sharpeners, ashtrays, etc. and place waste in designated containers. Empty all waste receptacles and ashtrays 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, including corner / cobwebs.
6. Clean and sanitize bubblers.

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, wash and disinfect the wall tiles by/under the hand dryers, countertops, moldings, stalls, partitions, doors, and other surfaces. All partitions are to be left free of watermarks and finger marks
11. Clean service window glass at Police Headquarters and Building Supervisor's windows at Youth Center.
12. Clean entrance door glass - all buildings
13. Sweep Carport Area (main level) - Police Headquarters
14. Cleaning of all cells (while unoccupied) - Police Headquarters
15. Sweep and mop gym floor, clean all mirrors, and dust gym equipment - Police & Fire Headquarters
16. Cleaning of the Municipal Animal Control Building (office, reception and bathroom areas)
17. Damp wipe all counter tops in main office and kitchen at Youth Center.
19. Clean, sanitize and polish kitchen sink and fixtures.
20. Empty garbage cans on apparatus floor at Fire Headquarters.
21. Clean all doorknobs / door handles and handrails.
22. Wipe down and disinfect tables and counters in public areas at library daily.
23. Recycle bins and trash cans are kept separate in offices and are to be disposed of **separately** not combined.
24. Dust or vacuum molding ledges and baseboards within normal reach.

B. PERIODIC CLEANING

1. Weekly (All Buildings)

- a. Dust or vacuum all furniture, cabinets, tables, chairs, bookcases, desks, lamps, etc., as well as moldings, ledges, chair rails, baseboards, windowsills, trim and all horizontal surfaces within normal reach.
- b. Dust or vacuum all venetian blinds.
- c. Sweep or vacuum stairwells to Town Hall basement and basement hallway.
- d. Strip and buff all rubber flooring in the facilities listed.
- e. Bring recycling tote outside and bring back in accordance with the Town's automated recycling collection schedule at the Youth Center.
- f. Wipe down and disinfect counter, stove and tables in Town Hall lunchroom and Senior Center kitchen.

2. Monthly (All buildings unless otherwise specified)

- a. Clean interior windows, partitions and doors.
- b. Strip seal (one coat), and wax (two coats) all floors in Police Station, Town Hall, Senior Center, Youth Services Facility, Library and all Fire Houses. Heavily used areas may require being done more often.
- c. Clean entrance way floor mats at all municipal buildings.
- d. Wipe down, sanitize stair railings in all buildings.

3. 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

4. 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 Cleaning Contract Coordinator in the Public Works Department of the date on which he/she 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 review and initial the Cleaning Log and task completion checklist in each building on a daily basis.

*****All areas of the buildings except storage areas shall be covered by this Invitation to Bid. Fire apparatus floor 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 daily 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 Cheshire'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/she 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, responsibilities and daily hours of work.

Building Supervisor – The successful bidder shall assign a supervisor to be assigned to Cheshire’s municipal buildings to oversee all cleaning procedures and must be supervising during cleaning hours.

****Log Book Procedures** – A log book must be provided to track daily cleaning tasks.

MSDS Procedures – MSDS book shall 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 Fahrenheit 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 burnish able.

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.

END OF SPECIFICATIONS

TOWN OF CHESHIRE, CONNECTICUT

**INSURANCE REQUIREMENTS FOR
Cleaning Service Contract for Municipal Buildings**

BID #2122-17

The successful bidder agrees to maintain in force at all times during the Contract the following coverages placed with company(ies) 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	\$2,000,000
	General Aggregate	\$4,000,000
	Products/Completed Operations Aggregate	\$4,000,000
Auto Liability*	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella* (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000

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

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 Employers' Liability	WC Statutory Limits	
	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	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

TOWN OF CHESHIRE, CONNECTICUT

BID FORM

Cleaning Service Contract for Municipal Building

BID #2122-17

BIDDER'S FULL LEGAL NAME: _____

Pursuant to and in full compliance with the ITB, the undersigned bidder, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the ITB, including any addenda, hereby offers and agrees as follows:

To provide the products and/or services specified in, and upon the terms and conditions of, the ITB for the total sum of _____

/100 Dollars

(write out in words)

(\$ _____) (in numbers)

ACKNOWLEDGEMENT

In submitting this Bid Form, the undersigned bidder acknowledges that the price include all labor, materials, transportation, hauling, overhead, fees and insurance(s), bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed work or to provide the items called for in the ITB. Except as otherwise expressly stated in the ITB, no additional payment of any kind will be made for work accomplished or the items provided under the price as proposed.

REQUIRED DISCLOSURES

1. Exceptions to the ITB

_____ This bid does not take exception to any requirement of the ITB, including but not only any of the Contract Terms set forth in Section 26 of the Standard Instructions to Bidders.

OR

_____ This bid takes exception(s) to certain of the ITB requirements, including but not only the following Contract Terms set forth in Section 26 of the Standard Instructions to Bidders. **Attached is a sheet fully describing each such exception.**

2. State Debarment List

Is the bidder on the State of Connecticut's Debarment List?

_____ Yes
_____ No

3. Occupational Safety and Health Law Violations

Has the bidder or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the bid (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid?

_____ Yes
_____ No

If "yes," attach a sheet fully describing each such matter.

4. Arbitration/Litigation

Has either the bidder or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any resolved or pending arbitration or litigation?

_____ Yes
_____ No

If "yes," attach a sheet fully describing each such matter.

5. Criminal Proceedings

Has the bidder or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings?

_____ Yes
_____ No

If "yes," attach a sheet fully describing each such matter.

6. Ethics and Offenses in Public Projects or Contracts

Has either the bidder or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

_____ Yes
_____ No

If "yes," attach a sheet fully describing each such matter.

BID SECURITY

The bidder has included herein the required certified check or bid bond in the amount of 10% of the bid amount.

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID BID, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE BID. SUCH SIGNATURE CONSTITUTES THE BIDDER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE ITB, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

BY _____
(PRINT NAME)

TITLE: _____

(SIGNATURE)

DATE: _____

END OF BID FORM

TOWN OF CHESHIRE, CONNECTICUT

BIDDER'S LEGAL STATUS DISCLOSURE

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the bidder's regular employees regularly in attendance to carry on the bidder's business in the bidder's own name. An office maintained, occupied and used by a bidder only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a bidder will not be considered a permanent place of business of the bidder.

IF A SOLELY OWNED BUSINESS:

Bidder's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business under sole proprietor or trade name _____

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A CORPORATION:

Bidder's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Officers

President

Secretary

Chief Financial Officer

Does the bidder have a “permanent place of business” in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

IF A LIMITED LIABILITY COMPANY:

Bidder’s Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner’s Full Legal Name _____

Number of years engaged in business _____

Names of Current Manager(s) and Member(s)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Does the bidder have a “permanent place of business” in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

IF A PARTNERSHIP:

Bidder's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Partners

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

Sign on the next page

Bidder's Full Legal Name

(print)

Name and Title of Bidder's Authorized Representative

(signature)

Bidder's Representative, Duly Authorized

Date

END OF LEGAL STATUS DISCLOSURE FORM

TOWN OF CHESHIRE, CONNECTICUT

BID # 2122-17

Cleaning Service Contract for Municipal Buildings

BIDDER'S CERTIFICATION

**Concerning Equal Employment Opportunities
And Affirmative Action Policy**

I/we, the bidder, certify that:

- 1) I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, <http://www.cslib.org/exeorder3.htm>).
- 2) I/we do not maintain segregated facilities.
- 3) I/we have filed all required employer's information reports.
- 4) I/we have developed and maintain written affirmative action programs.
- 5) I/we list job openings with federal and state employment services.
- 6) I/we attempt to employ and advance in employment qualified handicapped individuals.
- 7) I/we are in compliance with the Americans with Disabilities Act.
- 8) I/we (check one):
_____ have an Affirmative Action Program, or
_____ employ 10 people or fewer.

Legal Name of Bidder

(signature)
Bidder's Representative, Duly Authorized

Name of Bidder's Authorized Representative

Title of Bidder's Authorized Representative

Date

TOWN OF CHESHIRE, CONNECTICUT

BIDDER'S NON COLLUSION AFFIDAVIT

BID # 2122-17

Cleaning Service Contract for Municipal Buildings

The undersigned bidder, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the bid is genuine; it is not a collusive or sham bid;
- (2) the bidder developed the bid independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) the bidder, its employees and agents have not communicated the contents of the bid to any person not an employee or agent of the bidder and will not communicate the bid to any such person prior to the official opening of the bid; and
- (4) no elected or appointed official or other officer or employee of the Town of Cheshire is directly or indirectly interested in the bidder's bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned bidder further certifies that this affidavit is executed for the purpose of inducing the Town of Cheshire to consider its bid and make an award in accordance therewith.

Legal Name of Bidder

(signature)
Bidder's Representative, Duly Authorized

Name of Bidder's Authorized Representative

Title of Bidder's Authorized Representative

Date

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public
My Commission Expires:

TOWN OF CHESHIRE, CONNECTICUT

BID # 2122-17

Cleaning Service Contract for Municipal Buildings

BIDDER'S STATEMENT OF REFERENCES

Provide at least three (3) references:

1. BUSINESS NAME _____
ADDRESS _____ CITY,
STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

2. BUSINESS NAME _____
ADDRESS _____ CITY,
STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

3. BUSINESS NAME _____
ADDRESS _____ CITY,
STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

END OF STATEMENT OF REFERENCES

CONTRACT FOR Cleaning Services for Municipal Buildings

This Contract is made as of the ____ day of _____, 20__ (the "Effective Date"), by and between the Town of Cheshire, 84 South Main Street, Cheshire, Connecticut, a municipal corporation organized and existing under the laws of the State of Connecticut (the "Town"), and [name and address of successful proposer/ (the "Contracting Party")-

RECITALS:

WHEREAS, the Town has issued a Request for Proposals for [describe subject matter/ (the "RFP"), a copy of which, along with any addenda, is attached as Exhibit A;

WHEREAS, the Contracting Party submitted a proposal to the Town dated _____ (the "Proposal"), a copy of which is attached as Exhibit B;

WHEREAS, the Town has selected the Contracting Party to perform the Work (as defined in Section 1 below); and

WHEREAS, the Town and the Contracting Party desire to enter into a formal contract for the performance of the Work.

NOW THEREFORE, in consideration of the recitals set forth above and the parties' mutual promises and obligations contained below, the parties agree as follows:

1. Work: The Contracting Party agrees to perform the Work described more fully in the attached Exhibits A and B *{Note: If the Proposal has taken any exceptions to the RFP, this provision should be amended to include specific statements about whether the Town has accepted or rejected those exceptions - whether they are contrary to or in addition to the RFP's terms. This is critically important, and we urge you to contact the Town Attorney for assistance on this additional required language.}* (collectively, the "Work").

The Contracting Party also agrees to comply with all of the terms and conditions set forth herein and, in the RFP, including but not only **all of the terms set forth in Section 26 (the "Contract Terms") of the Standard Instructions to Bidders.**

2. Term: *[placeholder - will vary from contract to contract]*

3. Contract Includes Exhibits; Order of Construction: The Contract includes the RFP (Exhibit A) and the Proposal (Exhibit B), which are made a part hereof. In the event of a conflict or inconsistency between or among this document, the RFP, and the Proposal, this document shall have the highest priority, the RFP the second priority, and the Proposal the third priority.

4. Price and Payment: *{placeholder - will vary from contract to contract. If contract extends beyond current fiscal year, be sure to include non-appropriation language.}*

5. Right to Terminate - If the Contracting Party's fails to comply with any of the terms, provisions or conditions of the Contract, including the exhibits, the Town shall have the right, in addition to all other available remedies, to declare the Contract in default and, therefore, to terminate it and to resubmit the subject matter of the Contract to further public procurement. In that event, the Contracting Party shall pay the Town, as liquidated damages, the amount of any excess of the price of the new contract over the Contract price provided for herein, plus any legal or other costs or expenses incurred by the Town in terminating this Contract and securing a new contracting party.

6. No Waiver or Estoppel - Either party's failure to insist upon the strict performance by the other of any of the terms, provisions and conditions of the Contract shall not be a waiver or create an estoppel. Notwithstanding any such failure, each party shall have the right thereafter to insist upon the other party's strict performance, and neither party shall be relieved of such obligation because of the other party's failure to comply with or otherwise to enforce or to seek to enforce any of the terms, provisions and conditions hereof.

7. Notice - Any notices provided for hereunder shall be given to the parties in writing (which may be hardcopy, facsimile, or e-mail) at their respective addresses set forth below:

If to the Town:

[name, address, fax and e-mail]

If to the Contracting Party:

[name, address, fax and e-mail]

8. Execution - This Contract 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 executed this contract as of the last date signed below.

TOWN OF CHESHIRE

By _____
Sean. M Kimball
Its Town Manager, Duly
AuthorizedDate: _____

[CONTRACTING PARTY LEGAL NAME]

By _____

Its _____, Duly
Authorized
Date:.....