

Town of Arlington, MA

INVITATION FOR BIDS IFB #24-35

Cleaning Services - Ottoson Middle School & Arlington High School

INVITATION TO BID

The Town of Arlington, MA, invites SEALED bids, pursuant to M.G.L., c.30B, for **Cleaning Services - Ottoson Middle School & Arlington High School.**

Bid will be received at the Office of the Town Manager/Purchasing Department, Town Hall Annex – 2nd Floor, 730 Massachusetts Avenue, Arlington, Massachusetts, until **2:00 p.m., Thursday, June 20, 2024**, at which time and place they will be publicly opened and read aloud.

No bid will be accepted after the time and date specified.

Bid documents are available to download from the Town's website at www.arlingtonma.gov/purchasing. Bids must be submitted on the forms provided therein and in a sealed envelope bearing the bidder's name, address and telephone number and the words **"IFB #24-36 Cleaning Services - Ottoson Middle School & Arlington High School."**

Questions regarding the scope of work should be directed in writing to Mary Ellen De Natale, Purchasing Agent, at mdenatale@town.arlington.ma.us.

The Town Manager reserves the right to accept or reject any and all bids, wholly or in part, and to make the award in the best interests of the Town of Arlington. The notification of the intent to award the contract will be made as soon as possible but no later than thirty (30) days from the date of the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the Town and the apparent lowest responsive and responsible bidder.

A pre-bid conference will be held at 1:00 p.m. on Thursday, June 13, 2024, and will begin at Arlington High School. Attendees should meet in the main lobby inside the entrance at 869 Massachusetts Ave.

Award will be made to the responsible and responsive bidder offering the lowest price.

TOWN OF ARLINGTON

James Feeney, Town Manager
June 6, 2024

INSTRUCTIONS TO BIDDERS

A. RECEIPT AND OPENING OF BIDS

Sealed bids, on bid forms furnished for that purpose, will be received at the Town Manager's Office, Town Hall Annex – 2nd Floor, 730 Massachusetts Ave, Arlington, MA 02476, until **2:00 p.m. on Thursday, June 20, 2024**, at which time and place they will be publicly opened and read aloud. Any bid received after the time and date specified shall not be considered.

If at the time of the scheduled bid opening Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the bid opening will be postponed until 12:00 noon on the next normal business day. Bids will be accepted until that date and time.

A bidder may correct, modify, or withdraw a bid by written notice received by the Town prior to the time and date set for the opening of bids or authorized postponement thereof. Bid modifications must be submitted in a sealed envelope clearly marked "Modification No. ____." Each modification must be numbered in sequence and must reference the original Invitation for Bids.

No bidder may withdraw a bid within forty-five (45) days after the actual date of the opening thereof.

B. PREPARATION OF BIDS

Each bid must be submitted on the bid form attached hereto. A Certificate of Non-Collusion and any and all additional forms specified herein must be attached to the sealed bid. All blank spaces for bid prices must be filled in, written in ink or typewritten, in both words and figures, and all of the foregoing forms and certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name, address and telephone number of the bidder and the bid number and name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope must be addressed to the Town Manager's Office/Purchasing Department, Town Hall Annex – 2nd Floor, 730 Massachusetts Ave, Arlington, MA 02476.

The Town may consider unresponsive any bid not prepared and submitted in accordance with the provisions specified in the bid documents and may waive any informalities in or reject any and all bids.

C. QUALIFICATIONS OF BIDDER

The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

In order to demonstrate the bidder's ability to complete the work in accordance with the bid and contract documents, each bid **must include:**

- 1) any and all citations and/or violations issued by regulatory agencies and/or judgments against bidder from a court of law,
- 2) all assessed penalties or liquidated damages, and the project in which they occurred,
- 3) any and all contract terminations,
- 4) at least three references, and
- 5) a list of the total number of supervisors and workers intended to be assigned to this project

D. CONDITIONS OF WORK

Each bidder must inform himself fully of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material, labor and equipment necessary to carry out the provisions of the contract.

E. ADDENDA AND INTERPRETATIONS

No oral interpretation of the meaning of the specifications or other pre-bid documents will be made to any bidder. Every request for such interpretation shall be in writing and emailed to **Mary Ellen De Natale, Purchasing Agent**, at mdenatale@town.arlington.ma.us, and to be given consideration must be received at least five (5) calendar days prior to the date fixed for the opening of bids.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications and will be available on the Town's website at www.arlingtonma.gov/purchasing. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligations under his bid as submitted. All addenda so issued shall become part of the bid and contract documents.

F. LAWS AND REGULATIONS

The attention of bidders is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over performance of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

G. METHOD OF AWARD – LOWEST QUALIFIED BIDDER

The Town intends to award the contract to the responsive and responsible bidder offering the lowest total price for Year 1 provided that, at the time this contract is to be awarded, the lowest bid submitted by a responsive and responsible bidder does not exceed the amount of funds available to finance the project. If the lowest bid exceeds said amount, the Town may reject all bids.

H. CONTRACT OBLIGATION

Any financial obligation of the Town is subject to an annual appropriation to cover the contract obligation.

I. CONTRACT TERM

The term of this contract will be for one year **commencing July 1, 2024, and ending June 30, 2025**. The Town reserves the right, at its sole discretion, to renew the contract for two additional terms in one year increments.

J. SALES TAX

Materials and equipment purchased for permanent installation in the project will be exempt from Massachusetts Sales and Use Tax. The Town's exemption certificate number will be furnished to the selected contractor. Each bidder shall take this exemption into account in calculating his bid price.

K. TERMS AND CONDITIONS OF THE CONTRACT

The Town of Arlington Standard Contract Document and Standard Contract General Conditions are attached hereto and incorporated herein by reference. By submitting a bid, the Bidder agrees to all terms of said Standard Contract General Conditions.

END OF INSTRUCTIONS TO BIDDERS

SPECIFICATIONS

1. LOCATION

The contract is for cleaning services at the following locations in Arlington MA:

- Ottoson Middle School, 63 Acton Street, and
- Arlington High School, 869 Massachusetts Avenue:
 - Building F,
 - Building B, 2nd floor, and
 - Building B, partial 4th floor.

2. CONTRACT TERM

The term of this contract will be for one year **commencing July 1, 2024, and ending June 30, 2025**. The Town reserves the right, at its sole discretion, to renew the contract for two additional terms in one year increments (July 1, 2025, through June 30, 2026, and July 1, 2026, through June 30, 2027).

3. INSURANCE

Workers Compensation	As required by statute
Public Liability	\$1,000,000
Each person	\$ 500,000
Property damage	\$ 500,000
Theft	The contractor should have sufficient coverage of employees against theft of Town or private property.

4. MINIMUM QUALIFICATIONS OF BIDDERS

At a minimum, the bidder must be actively engaged in, or have recently been engaged in, contracts of similar size and description during the past five years. Names and telephone numbers of a minimum of three references from municipal contracts must be submitted with the bidder's bid.

5. QUALIFICATIONS OF CONTRACTOR PERSONNEL

Personnel must be experienced, qualified cleaners. Prior to award, the apparent low bidder must provide a list of names, experience, CORI and SORI forms and duration of employment of all employees to be assigned to this project. Any personnel who fail the CORI or SORI application will not be allowed to work under this contract. The day-to-day supervisor of each shift must have oral and written communication skills in the English language. Contractor shall provide a written certification that all employees are legally authorized to work in the United States. The contractor shall furnish the Supervisor of Custodians with a list of names and emergency telephone numbers of supervisors at the beginning of the contract and an updated list whenever changes in occur.

6. PRE-BID CONFERENCE

A pre-bid conference will be held on **June 13, 2024, at 1:00 p.m.** and will begin in the main lobby of Arlington High School at 869 Massachusetts Avenue. A tour of all facilities

under this contract will be conducted. Answers to any questions that arise on the part of attendees during the pre-bid conference will be provided by the Town via addendum.

7. DETERMINATION OF AWARD

The contract will be awarded to the lowest responsive and responsible bidder offering the lowest price for Year 1.

A pre-award conference will be held with the apparent low bidder, including its supervisors, to verify qualifications of proposed personnel and to review the bidder's references and prior experience.

8. METHOD OF PAYMENT

The selected contractor shall submit invoices to the Town of Arlington Facilities Department on a monthly basis. Invoices must be itemized by building. Payment will be subject to verification of actual work completed. No payment will be made if in the opinion of the Facilities Director the work was not completed in accordance with these specifications.

9 HOURS OF OPERATION

Work is to be conducted between the hours of 3:00 p.m. and 11:00 p.m., Monday through Friday, in accordance with the 2024-2025 Arlington Public Schools Calendar; and between the hours of 7:00 a.m. and 3:00 p.m. during school vacation weeks in December, February and April. Twenty-four (24) person-hours are to be provided during each daily work shift for Ottoson Middle School. Forty (40) person-hours are to be provided during each daily work shift for Arlington High School.

10. SUPPLIES AND EQUIPMENT

The Town will be responsible for providing each building with consumable items such as toilet paper, paper towels, cleaning supplies and equipment.

11.. HOLIDAYS

No work is required on those holidays where Arlington custodial staff is not present.

12. SPECIAL REQUIREMENTS

The Town of Arlington reserves the right to add special cleaning requirements. These special requirements will be offset by a reduction in daily duties to compensate for the additional work. There will be no change in contract price unless specifically negotiated by the Director of Facilities and agreed to in writing by the Town Manager .

The Director of Facilities or his designee will maintain a daily list of incomplete work, if any. This list must be reviewed daily by the contractor's supervisory personnel in order to ensure quality service to the building.

The school buildings are used on a regular basis for events during evening hours. The contractor will be required to perform cleaning services as required with minimal disruption to these events.

Unauthorized use of cell phones, telephones, computers, radios, televisions and all other public and private equipment is strictly prohibited and will be grounds for dismissal of personnel.

No smoking is allowed by any employee of the contractor in any facility during the execution of work by the contractor. Smoking is not allowed on the grounds of any school building in Arlington.

The contractor shall comply with the School's Recycling Initiative with regard to the separation and disposal of recyclable materials in Town facilities.

Uniforms are required. Collared shirt with the contractor's company logo and ASTM certified slip resistant footwear are mandatory.

All cleaning staff will be required to report for work unless a state of emergency is declared by the Governor of Massachusetts. Staff will be required to report to work 1 hour after the state of emergency has been lifted.

13. CLEANING STANDARDS OF WORKMANSHIP

- a. Floor sweeping: A satisfactory or acceptably swept floor shall have no dust streaks, marks, or dirt in corners, below radiators, behind doors or under furniture. Furniture or other equipment moved during sweeping shall be replaced. Wall bases, equipment, doors and furniture shall not be disfigured by sweeping mop or broom. After sweeping, the room must appear orderly and well attended. Sweeping may be accomplished and dirt removed by use of a vacuum cleaner, sweeping with a brush or broom, or by use of a dry or treated sweeping mop of the proper design.
- b. Damp Mopping: A satisfactory or acceptably damp-mopped floor presents a clean appearance and should be free from streaks, smears, dirt, residue, and water. Damp mopping is accomplished by using cotton mops, detergent solution and clean water.
- c. Scrubbing: A satisfactory or acceptably scrubbed floor is a floor without embedded dirt, cleaning solution, film, stains, marks or water.
- d. Polish or Wax Removal: Satisfactory or acceptable polish or wax removal is accomplished when surfaces, including wall bases, have all polish or wax removed and the surface has been rinsed with clean water, and it is clean, uniform in appearance and free of streaks, spots and standing water.
- e. Polishing or waxing: A satisfactory or acceptably polished or waxed floor has a thin, even coating. The floor will be clean and bright in the corners and under furniture as well as in all other areas. No wax or polish stain will be applied or allowed to remain on wall bases.
- f. Buffing: All waxed areas shall be buffed sufficiently for maximum gloss and uniform sheen leaving no soiling or heavy marks for the buffing to be satisfactory or acceptable.
- g. Dusting: A satisfactory or acceptably dusted surface is free of all dust, dust streaks, lint, cobwebs, dirt, oil streaks, and stains from contact with oily dusters. The dust must be removed, not scattered around the room.
- h. Plumbing Fixtures and Toilet Rooms: Acceptably cleaned toilet room fixtures and rooms have no objectionable odors. Toilet bowls, washbowls, and urinals will be

clean and bright without soap film. There shall be no markings on walls or fixtures. Floors, wainscoting, and partitions shall be clean and bright. All metal fixtures and other hardware and adjacent surfaces shall be clean and bright. Mirrors shall be clean.

- i. Glass Cleaning: Glass is satisfactorily or acceptably cleaned when the glass surface is without streaks, film, deposits, or stains, and it has a uniformly bright appearance with all adjacent surfaces wiped clean and dry.
- j. Metal cleaning: Metal is acceptably and satisfactorily cleaned when all surfaces are without deposits or tarnish, and it has a uniformly bright appearance with all adjacent surfaces wiped free of cleaner.
- k. Spot Cleaning: A surface adequately and acceptably spot cleaned has been substantially cleaned of recent or new dirty handprints, coffee stains, or other soiling.
- l. Bathroom Wall Washing: Bathroom ceramic and hard finish wall washing, to be acceptably accomplished, must be bright and clean, including joints in tile, and must be free of film, streaks, deposits and soiling.
- m. Light Fixture Cleaning: Light fixtures are acceptably and satisfactorily cleaned when all components including bulbs, shades, grilles, and tubes are free of dust, insects, dirt, lint, film and streaks. All articles removed for cleaning must be replaced immediately.
- n. Vacuuming Rugs: Vacuum cleaning of rugs or carpets is acceptable and satisfactory when the surface is free of dirt, dust, stains, spots, and other deposits. When spots or stains appear, they will be removed from the rugs by the dry cleaning or dry suds method, or other approved method, without causing damage to the carpet or rug.

14. SCOPE OF SERVICES

a) Overview

- i. All areas are to be cleaned on a second shift (3:00pm-11pm) schedule
- ii. Areas to be cleaned:

- All Stairs and Entryways
- Classrooms
- Offices
- Rest Rooms

iii. Summer Schedule*:

The number of weekly hours that are bid by the contractor will not change during the summer. During the summer, tasks included in the cleaning specifications will be altered to accommodate the department's cleaning needs, for example, moving furniture, stripping and waxing floors, etc. The cleaning times during the summer will be 7:00 a.m. to 4:00 p.m.

* See Arlington Public Schools Calendar

b) General Cleaning Expectations

i. Rest Rooms

- Dispensers: All dispensers shall be filled when required; stock to be provided by the Arlington Public Schools. Dispensers shall be free of dust and soil.

- Fixtures and Hardware: Shall be free of dust and soil. Brightwork shall be visibly and uniformly clean and polished to a streak-free shine.
- Sinks: Shall be free of soil, dust and soap residue, and mineral deposits
- Mirrors: Shall be free of dust and soil. Mirrors and surrounding framework where applicable shall be streak-free and uniformly clean.
- Toilets and Urinals: Toilets, toilet seats and urinals shall be free of dust, bacteria, soil, organic matter, cleaner residue and mineral deposits. These fixtures shall appear visibly and uniformly clean.
- Partitions: Shall be free of dust, soil, graffiti, and organic matter. Partitions shall appear visibly and uniformly clean.
- Waste Containers: Contents shall be removed from waste containers and can liners replaced. Inside and outside of container shall be disinfected. Containers shall be visibly and uniformly clean with no offensive odor.
- Walls and Doors: Shall be free of dust, soil and graffiti. Ceramic walls, metal kick plates, handles and push plates on doors shall be polished and uniformly clean.
- Floors and Cove Base: Shall be free of dust, dried soil, organic matter, gum, stains and debris. Floors will be cleaned with a disinfectant cleaner.
- Air Vents: Shall be free of dust. They shall appear visibly and uniformly clean.
- Windows and Window Sills: Glass shall be free of soil, fingerprints and tape. This also applies to framework and sills. They shall appear visibly and uniformly clean.
- Light Fixtures: Shall be free of dust and soil.

REST ROOM CLEANING FREQUENCIES		
Assignment	Frequency	Days
Remove trash/Replace liners	1xdaily	Mon -Fri
Clean & disinfect toilets/urinals	1xdaily	Mon -Fri
Clean & disinfect sinks	1xdaily	Mon -Fri
Clean & polish mirrors	1xdaily	Mon -Fri
Clean & re-fill dispensers	As needed	
Sweep and mop wash floors	1xdaily	Mon -Fri
Clean and polish stainless steel receptacles	As needed	
Spot clean partitions	1xdaily	Mon -Fri
Clean all diffusers	weekly	

ii. Stairs

- Stair Treads and Risers: Shall be free of dust, dirt, debris, gum, and stains. Stair treads and risers shall appear visibly and uniformly clean.
- Railings: Shall be free of dust and dirt. Railings shall be washed with a disinfectant cleaner and be free of all chemical residue.
- Stair Landings: Shall be free of dust, dirt, debris, gum, and stains. Walls and Doors: Shall be of free of dust, soil and graffiti. Walls, metal kick plates, handles and push plates on doors shall be polished and uniformly clean.

- Windows and Window Sills: Glass shall be free of soil, fingerprints and tape. This also applies to framework and sills. They shall appear visibly and uniformly clean.
- Light Fixtures: Shall be free of dust and soil. Lights shall be changed as needed with bulbs provided by the Town.

STAIRWELL CLEANING FREQUENCIES		
Assignment	Frequency	Days
Sweep all stairs	1xdaily	Mon-Fri
Wash Stairs	3xweek	M-W-F
Wipe rails and window sills	1xweek	Mon

iii. Classrooms/Office Space:

- Waste Containers: Contents shall be removed from waste containers and can liners replaced. Inside and outside of container shall be disinfected. Containers shall be visibly and uniformly clean with no offensive odor.
- Walls and Doors: Shall be free of dust, soil and graffiti. Walls, metal kick plates, handles and push plates on doors shall be polished and uniformly clean.
- Floors and Cove Base: Shall be free of dust, dried soil, organic matter, gum, stains and debris.
- Desks, Tables, Chairs, Counters and other Horizontal Surfaces: Shall be free of dirt and graffiti without causing damage to surfaces. Surfaces shall appear visibly and uniformly clean.
- Windows and Window Sills: Glass shall be free of soil, fingerprints and tape. This also applies to framework and sills. They shall appear visibly and uniformly clean.
- Light Fixtures: Shall be free of dust and soil.

CLASSROOMS/OFFICE SPACE CLEANING FREQUENCIES		
Assignment	Frequency	Days
Remove trash/replace liners	Daily	Mon-Fri
Pick up all visible paper/refuse	Daily	Mon-Fri
Vacuum	Daily	Mon-Fri
Sweep	Daily	Mon-Fri
Dust	Weekly	Fri
Spot clean doors/walls	Weekly	Fri

END OF SPECIFICATIONS

BID FORM

To the Awarding Authority:

A. The undersigned proposes to furnish all labor and materials required for:

#24-35 Cleaning Services – Ottoson Middle School & Arlington High School

in accordance with the Invitation for Bids.

B. This bid includes addenda numbered: _____, _____, _____, _____

**BID PRICE by YEAR
See attached Price Sheet**

Year 1 _____ dollars \$ _____

Year 2 _____ dollars \$ _____

Year 3 _____ dollars \$ _____

DATE _____

Company Name

*Affix corporate
seal hereto, if
applicable*

Authorized Signature

Printed Name and Title of Signatory

Business Street Address

City, State, Zip Code

_____/_____
Business Telephone/FAX

Contact Person/Email Address

Bid must be signed as follows: 1) if the bidder is an individual, by him/her personally; 2) if the bidders is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

Award shall be made based on the Year 1 Bid Price.

PRICE SHEET

YEAR 1 (July 1, 2024 – June 30, 2025)

<u>Facility</u>	<u>Price Per Month</u>	<u>Annual Price</u>
Ottoson Middle School	\$ _____ x 12	\$ _____
Arlington High School	\$ _____ x 12	\$ _____
TOTAL YEAR 1 BID PRICE		\$ _____

YEAR 2 (July 1, 2025 – June 30, 2026)

<u>Facility</u>	<u>Price Per Month</u>	<u>Annual Price</u>
Ottoson Middle School	\$ _____ x 12	\$ _____
Arlington High School	\$ _____ x 12	\$ _____
TOTAL YEAR 2 BID PRICE		\$ _____

YEAR 3 (July 1, 2026 – June 30, 2027)

<u>Facility</u>	<u>Price Per Month</u>	<u>Annual Price</u>
Ottoson Middle School	\$ _____ x 12	\$ _____
Arlington High School	\$ _____ x 12	\$ _____
TOTAL YEAR 3 BID PRICE		\$ _____

BIDDER'S NAME

QUALIFICATIONS AND REFERENCES
(submit as attachment to completed bid form)

Please type or print legibly. **All blanks must be filled in.** If necessary, attach additional sheets. This information will be utilized by the Town of Arlington for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of this contract. This form must be attached by the bidder to her/his completed bid form.

Bidder: _____

IFB No & Title: _____

1. List any and all citations and/or violations issued by regulatory agencies and/or judgments against bidder from a court of law. **Type N/A if none.**

2. List any and all assessed penalties or liquidated damages, and the project in which they occurred. **Type N/A if none.**

3. List any and all contract terminations. **Type N/A if none.**

4. List the total number of supervisors and workers intended to be assigned to this project.

5. Indicate number of years bidder has been engaged in work similar in nature to the work of this contract.

6. **References** On the following sheet(s), provide at a minimum three references for completed work, one of which must be for a contract completed in the past five years that is similar in size and scope to the work described in the bid documents, and include references for all contracts performed within the past two years that are similar in size and scope to the work specified in the bid documents. Attach additional sheets if necessary.

QUALIFICATIONS AND REFERENCES, continued

Owner Name:

Owner Address:

Contact Name:

Phone:

Email:

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

Owner Name:

Owner Address:

Contact Name:

Phone:

Email:

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

Owner Name:

Owner Address:

Contact Name:

Phone:

Email:

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

BIDDER'S NAME

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of individual submitting bid or proposal

Name of business

**THIS NON-COLLUSION FORM MUST BE SIGNED AND SUBMITTED
WITH THE BID OR PROPOSAL**

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c.62C, §49A, the undersigned, acting on behalf of the Contractor, certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of Individual submitting bid or proposal

Name of business

END OF BID FORMS



TOWN OF ARLINGTON
STANDARD CONTRACT DOCUMENT

Contract ID:

Contractor Legal Name (and d/b/a):	Town Department: Department Head:
Contractor Address:	Town Department Mailing Address:
Contractor Vendor ID (if applicable):	Billing Address (if different):

Account	Fund	Department ID	Project	Not to Exceed Amount:	Actual Amount
				\$	\$

Scope of work and contract details

Contract Start Date	Contract End Date	Option to Renew (Y/N)	Renewal Years

<p style="text-align: center;">Town Comptroller</p> <p>APPROVED AS TO THE AVAILABILITY OF APPROPRIATION PURSUANT TO ARTICLE 12 OF THE GENERAL CONDITIONS</p>	<p style="text-align: center;">CONTRACTOR</p> <p>AGREES TO PROVIDE THE GOODS OR SERVICES IN ACCORDANCE WITH THE CONTRACT</p>	<p style="text-align: center;">Awarding Authority/Official (ATTACH LETTER OF AWARD)</p>
\$	Title:	
Signature:	Signature:	Signature:
Date:	Date:	Date:
APPROVED AS TO FORM		
Signature:		
Town Counsel		



TOWN OF ARLINGTON
STANDARD CONTRACT GENERAL CONDITIONS

Article 1. Definitions.

1.1 The following terms in these Contract Documents shall be construed as follows:

1.1.1 “Town” shall mean the Town of Arlington, Massachusetts.

1.1.2 “Contract” and “Contract Documents” shall include, in the following hierarchy of document precedence, as applicable: the Town’s Standard Contract Document; these Standard Contract General Conditions; the Invitations for Bids, Requests for Proposals, or other solicitations; the Contractor’s responses including Contractor Certifications and Applications, excluding any language stricken by Town as unacceptable and including any negotiated statements of work contemplated by the solicitation; and Performance Bonds, which documents are incorporated herein by reference.

1.1.3 “Contractor” shall mean the individual, partnership, corporation or other entity to which this Contract is awarded.

1.1.4 “Official” shall mean the awarding authority/officer acting on behalf of the Town in the execution of the Contract.

Article 2. Performance.

2.1 The Contractor shall conform to all determinations and directions, in accordance with provisions of this Contract, of the Official concerning all questions which may arise relating to the performance of services under this Contract.

2.2 The Contractor shall, upon written request of the Official, remove from Town premises and replace all individuals in the Contractor’s employ whom the Official determines to be disorderly, careless or incompetent or to be employed in violation of the terms of this Contract.

2.3 Town is entitled to ownership and possession of all deliverables purchased or developed with Contract funds. All work papers, reports, questionnaires and other written materials prepared or collected by the Contractor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the Town. The Contractor shall not use such materials for any purposes other than the purpose of this Contract without the prior written consent of the Official. All Contractor proprietary rights shall be detailed in the Contract Documents.

2.4 Prior to beginning performance under this Contract, Contractor must receive a Purchase Order from Town.

Article 3. Acceptance of Goods and Services.

3.1 Performance under this Contract shall include services rendered, obligations due, costs incurred, and goods and deliverables provided to and accepted by Town. The Town shall have a reasonable opportunity to inspect all goods and deliverables, services performed by, and work product of the Contractor, and accept or reject such goods, deliverables, services, or work product.

Article 4. Time.

4.1 It is understood and agreed that Contractor's performance shall be timely and meet or exceed industry standards for the performance required.

Article 5. Compensation.

5.1 The Contractor may, in the absence of a payment schedule, periodically submit to the Official invoices, itemizing goods, services, labor and expenses for which compensation is due and requesting payment for goods received or services rendered by the Contractor during the period covered by the invoice.

5.2 Thereupon the Official shall estimate the value of goods or services accepted by the Town in accordance with the specific terms and conditions of a Contract, and Town shall pay to the Contractor such amount less sums retained under the provisions of Article 8 of these General Conditions.

5.3 The Town shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount shown on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed schedule. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the Town from all claims, liabilities or other obligations relating to the performance of a Contract.

5.4 In the event that this Contract provides for reimbursement by the Town to the Contractor for travel or related expenses, the Contractor may submit such proposed expenses to the Official for approval prior to the incurrence of such expenses. Such expenses shall be reviewed on a case-by-case basis. Nothing herein shall be construed to require the Town to reimburse the Contractor for the expenses described in this Section.

5.5 The Contractor shall furnish any information, estimate or vouchers relating to the goods or services or to documentation of labor or expenses as may be requested by the Official.

Article 6. Relationship with the Town.

6.1 The Contractor is retained solely for the purposes set forth in this Contract. Contractor's relationship to the Town during the term of this Contract shall be that of an independent Contractor. The Contractor shall have no authority to involve the Town in any contract or to incur any liability on the part of the Town. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The Town shall not be liable for any personal injury to or death of the Contractor, its agents or employees.

6.2 Unless all the terms and conditions for the delivery or provision of goods or services by the Contractor to the Town specified by this Contract are expressly set forth in a writing incorporated herein by reference, such delivery of goods or services shall require written approval of or direction by the Official prior to the incurrence of any liability by the Town. The Town has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract.

6.3 Any amendments to the terms and conditions of this Contract must be in writing and signed by the Official and Contractor and filed with the Town Comptroller. The Town's Standard Contract Document and Standard Contract General Conditions shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, including contract forms, purchase orders, or invoices of the Contractor.

6.4 Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

Article 7. Assumption of Loss and Liability.

7.1 The Contractor shall pay and be exclusively responsible for all debts for labor and material contracted for by Contractor for the rental of any appliance or equipment hired by Contractor and/or for any expense incurred on account of services to be performed under this Contract.

7.2 The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all goods and deliverables, until possession, ownership and full legal title to the goods and deliverables are transferred to and accepted by the Town.

7.3 To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, and assume the defense of the Town, its officers, agents or employees, with counsel acceptable to Town, which acceptance shall not be unreasonably withheld, from all liabilities, suits, claims, losses, and costs or any other damages against them or any of them arising from any act or omission of the Contractor, its agents, officers, employees, or subcontractors in any way connected with performance under this Contract.

Article 8. Remedies of the Town.

8.1 If the Contractor provides goods and/or services that do not comply with Contract specifications and requirements as reasonably determined by the Official, the Official may request that the Contractor refurnish services or provide substitute goods at no additional cost to the Town

until approved by the Official. If the Contractor shall fail to provide satisfactory goods or services, the Official, in the alternative, may make any reasonable purchase or Contract to purchase goods or services in substitution for those due from the Contractor. The Town may deduct the cost of any substitute Contract or nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. The Town otherwise retains all rights and remedies at law or in equity.

8.2 If the damages sustained by the Town as determined by the Official exceed sums due or to become due, the Contractor shall pay the difference to the Town upon demand.

8.3 The Contractor shall not be liable for any damages sustained by the Town due to the Contractor's failure to furnish goods or services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation or labor strike or any unanticipated federal, state, or municipal governmental regulation or order, provided that the Contractor has notified the Official in writing of such cause as soon as practicable.

8.4 The Town may terminate this Contract for cause if the Contractor has breached any material term or condition and has not corrected the breach within a reasonable period of time after written notice from the Town identifying the breach. This Contract may be terminated at any time for the convenience of the Town at the option of the Official by delivering or mailing to the Contractor at the Contractor's business address a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination shall be effective. In the event of such termination for convenience, the Contractor shall be compensated for services rendered to the effective date of said termination in accordance with the rates of compensation specified in this Contract. The parties agree that if Town erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

Article 9. Remedies of the Contractor.

9.1 If damages, other than loss on nonconforming services or on services not performed, are actually sustained by the Contractor due to any act or material omission for which the Town is legally responsible, the Town may allow a sum equal to the amount of such damages sustained by the Contractor as determined by the Official in writing, provided the Contractor shall have delivered to the Official a detailed written statement of such damages and cause thereof within thirty (30) days after the act or material omission by the Town.

Article 10. Prohibition Against Assignment.

10.1 The Contractor shall not assign, delegate, subcontract or in any way transfer any interest in this Contract without prior written consent of the Official.

Article 11. Compliance with Law and Public Policy.

11.1 This Contract is made subject to all laws of the Commonwealth of Massachusetts. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

11.2 The Contractor shall provide, at its sole expense, all necessary licenses, permits or other authorizations required by the Town, the Commonwealth of Massachusetts or any other governmental agency with proper jurisdiction.

11.3 Where applicable, the Contractor shall take out and maintain during the term of this Contract such Worker's Compensation insurance as may be reasonably necessary to protect the Contractor from claims under General Laws c. 152 (the Worker's Compensation Law).

11.4 The Contractor shall maintain for the duration of the Contract professional, liability, and other insurance as required by the solicitation or as otherwise required by Town, but in no event less than the amount and type of insurance coverage sufficient to cover the performance. The Contractor shall name the Town as an additional insured on the policies described in this Section. The Town's insurance requirements are further described in the Insurance Addendum to this Contract.

11.5 The Contractor agrees and shall require any subcontractor to agree not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, color, sexual orientation, gender identity or expression, marital status, parental status, sex-offender status, prior psychiatric treatment, military status, religious creed, disability, national origin, ancestry, source of income, or age, unless based upon a legally permissible and bona fide occupational qualification. The Contractor agrees and shall require any subcontractor to agree to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.

11.6 The Contractor's attention is called to General Laws c. 268A (the Conflict of Interest Law). The Contractor shall not act in collusion with any Town officer, agent, or employee, nor shall the Contractor make gifts regarding this Contract or any other matter in which the Town has a direct and substantial interest.

11.7 The Contractor shall keep himself fully informed of all Town Bylaws, any regulations, and State and Federal laws, which in any manner affect the work herein specified. The Contractor shall at all times observe and comply with said ordinances, regulations or laws, and shall defend, hold harmless, and indemnify the Town, its officers, agents and employees against any claim or liability arising from or based on the violations of such bylaws, regulations or laws, caused by the negligent actions or omissions of the Contractor, its agents, or employees.

11.8 The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the U.S. government, the Commonwealth of Massachusetts, or any of its subdivisions.

11.9 The Contractor certifies that neither it nor any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative

determination, order or debarment resulting from a violation of G.L. c.149, c.151, or the Fair Labor Standards Act within three (3) years prior to the date of the Contract; or certifies that it has provided copies of any and all of the above to the Official prior to the date of the Contract and any required wage bond or insurance; and certifies that while the Contract is in effect, it will report any instance of the above to the Official within five (5) days of Contractor's receipt. The Contractor agrees and shall require any subcontractor to post in conspicuous places notices to be provided by the Town, informing employees of the protections of applicable local, state, and federal law.

11.10 Contractor agrees that they shall comply fully with all state and federal laws and regulations regarding human trafficking and forced labor. Failure to do so will be considered a breach of this Contract.

11.11 If applicable, as determined by the Massachusetts Department of Labor Standards, the Contractor shall comply with the Massachusetts Prevailing Wage Law (M.G.L. c. 149, s.26, -27H) for public works projects, which establishes minimum wage rates for workers on such projects. The Contractor shall comply and shall cause its subcontractors to comply with M.G.L. c. 149, s. 27B, which requires that a true and accurate record be kept of all persons employed on a project for which the prevailing wage rates are required. The Contractor shall, and shall cause its subcontractors to, submit weekly copies of their weekly payroll records to the Town, to the extent the Prevailing Wage Law is applicable.

11.12 The Contractor shall comply with the Town's Bylaws for any contract awarded pursuant to M.G.L. c.149 or M.G.L. c.30, sec. 39M et. seq., and as may be amended from time to time.

Article 12. Contract Subject to Appropriation.

12.1 This Contract and payments hereunder are subject to the availability of an appropriation therefor. Any oral or written representations, commitments, or assurances made by the Official or any other Town representatives are not binding. Contractors should verify funding prior to beginning performance.

12.2 If the Contract is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws c. 44, s.53A.

12.3 When the amount of the Town Comptroller's certification of available funds is less than the face amount of the Contract, the Town shall not be liable for any claims or requests for payment by the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.

12.4 Unless otherwise expressly provided in a writing incorporated herein by reference, the amount certified by the Town Comptroller as available funds under this Contract may be increased or decreased by the Official with the written approval of such change by the Town Comptroller. In the event of any decrease in the amount certified, the Contractor shall be compensated for services

rendered to the effective date of such reduction, in accordance with the rates of compensation specified in this Contract.

Article 13. Release of Town on Final Payment.

13.1 Acceptance by the Contractor of payment from the Town for final services under this Contract shall be deemed to release forever the Town from all claims and liabilities, except those which the Contractor notifies the Official in writing within six (6) months after such payment.

Article 14. Public Records and Access.

14.1 This Contract is subject to the Commonwealth's Public Records Law, M.G.L. ch. 66. s. 10. Any documents related to this Contract shall be retained according to the Secretary of State's Municipal Retention Schedule or as required by the Town for a period not shorter than required said Municipal Retention Schedule.

14.2 The Contractor shall provide full access to records related to performance and compliance to the Town for seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor cannot claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Article 15. State Taxation Certification.

15.1 Pursuant to M.G.L. c. 62C, s. 49A, the Contractor certifies under penalties of perjury, that to the best of Contractor's knowledge and belief, Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support. (NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above- referenced law).

Article 16. Monies Owed to Town.

16.1 Pursuant to M.G.L. c. 60, s. 93, the Contractor agrees that the Town Treasurer and Collector may withhold from amounts owing and payable to the Contractor under this Contract any sums owed to any department or agency of the Town of Arlington which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been paid in full, and the Town Treasurer and Collector may apply any amount owing and payable to the Contractor to satisfy any monies owed to the Town.

Article 17. Prohibition Against Bid Collusion.

17.1 The Contractor certifies under penalties of perjury that his/her bid or proposal has been made and submitted in good faith and without collusion, fraud, or unfair trade practice with any other person. As used in this article, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. Any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Article 18. Choice of Law.

18.1 Any actions arising out of this Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof.

Article 19. Effective Date and Signatures.

19.1 This Contract shall be effective upon the date signed by the parties on the Town's Standard Contract Document.



INSURANCE ADDENDUM

THIS INSURANCE ADDENDUM (“Insurance Addendum”) is hereby incorporated by reference into the Town’s Standard Contract General Conditions.

1. **Scope and term.**

- a. The Contractor shall maintain for the duration of the Contract professional, liability, and other insurance as required by the solicitation or as otherwise required by Town, but in no event less than the amount and type of insurance coverage sufficient to cover the performance.
- b. The Contractor shall name the Town as an additional insured on the policies required and shall specifically refer in the certificates to this Contract and shall state that insurance is as required by this Contract. The description of each coverage listed on the certificates shall include an appropriate means of identification. The Contractor shall not commence the work until proof of compliance with this Section has been furnished to the Town.
- c. Not later than the commencement date of the Contract, and annually thereafter for the term of this Contract or any extension thereof, Contractor shall furnish the Town with certificates of insurance evidencing coverages described in the Contract and any associated documents, and evidencing the Town’s additional insured status. Such certificates shall contain a provision providing the Town thirty (30) days advance written notice by registered mail of any change in or cancellation of coverage or ten (10) days’ notice if cancellation is due to nonpayment of premiums.

2. **Requirements.** The Contractor shall maintain the above-mentioned policies consistent with addendum with carriers having an A.M. Best credit rating of A-VIII (or better). The required insurance policies shall include all major divisions of coverage and shall be on a comprehensive general basis including premises and operations (including X-C-U), and owned, non-owned, and hired motor vehicles. Such insurance shall be written for not less than the limits of liability required by law, or the limits set forth below, whichever are greater.

3. **Remedies.** The Town reserves the right to pursue any remedies available at law or in equity for the Contractor’s failure to comply with the requirements set forth in this addendum.

4. **Waiver.** The Contractor agrees to waive all claims against the Town, its officers, agents or employees for any injury or death sustained by Contractor’s officers or employees, or for damage to its vehicles or equipment arising out of work contemplated by this Contract. The Contractor and all subcontractors shall waive subrogation rights against the Town for all losses.

5. **Notice of Occurrence.** Notice of Occurrence shall be given to the Town at the following addresses:

Town of Arlington
c/o Town Manager
730 Massachusetts Avenue
Arlington, MA 02476

With a copy to:

Town Counsel
50 Pleasant Street
Arlington, MA 02476