

TOWN OF COLCHESTER

REQUEST FOR PROPOSALS & CONTRACT DOCUMENTS

JANITORIAL SERVICES – RECREATION CENTER



Prepared By:

Town of Colchester
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PURPOSE: The Town of Colchester (herein called the “OWNER”) seeks to establish a contract with a contractor (herein called the “CONTRACTOR” for the Janitorial Services for the new Town of Colchester Recreation Center (herein called “Services”). The OWNER will be accepting “PROPOSALS” from Contractors for such Services in response to the Towns Request For Proposals (RFP). The Scope of Work within the RFP includes providing all labor, materials, tools, equipment and supervision necessary to complete the specified janitorial services as described in this RFP.

SCHEDULE OF WORK: The contract for the Services described within the RFP will be for a period of three (3) years, with an annual adjustment in compensation to the Contractor based on the CPI-U, Northeast on January 1st of each calendar year following the first year 2025, using the most recent data available as of January 31st. The Contractor will commence the Services required by the Contract Documents on the date of issuance of the Notice to Proceed. The contractor shall be ready to begin on 01/03/2025, although this may be later, depending on the building’s completion.

MANDATORY PRE-RFP WALK-THROUGH: Each Contractor is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. A walk-through of the Recreation Center will be held at **9:00am on Monday, November 25, 2024**. PROPOSALS shall not be accepted from Contractors who do not participate in the walkthrough. Contractors interested should come to the Colchester Recreation Center, located at 80 Mazza Drive, Colchester, VT on Monday, November 25th at 9:00am for the walkthrough.

TECHNICAL QUESTIONS: Interested CONTRACTORS should register their intent by sending an email to Derek Mitchell so as to be placed on the question distribution list. All questions related to this RFP shall be directed to Derek Mitchell, the Assistant Director, dmitchell@colchestervt.gov are due by **12:00pm, Monday, December 2, 2024**. Other than very routine questions, all questions must be submitted in written form and will be answered in writing and distributed to all contractors signifying an interest in submitting their proposals.

RFP SUBMITTAL: PROPOSALS for Janitorial Services for the Colchester Recreation Center will be received by the Town of Colchester Parks & Recreation Department at 781 Blakely Road, Colchester, VT 05446 until **2:00pm on Wednesday, December 11, 2024**. There will not be a public opening.

Each PROPOSAL must be submitted in a sealed envelope, addressed to Derek Mitchell at the Parks & Recreation Department, Town of Colchester, 781 Blakely Road, Colchester, VT 05446. Each sealed envelope containing a PROPOSAL must be plainly marked on the outside **PROPOSAL for Janitorial Services – Colchester Recreation Center**, and the envelope should bear on the outside the name of the Contractor, and its address. If sent by mail, the sealed envelope containing the PROPOSAL must be enclosed in another envelope addressed to the Town of Colchester, Attn: Derek Mitchell, 781 Blakey Road, Colchester, VT 05446. The Town Office is only open to the public from 8:00am until 4:30pm, Monday through Friday. Contractors wanting to deliver their PROPOSAL outside of that timeframe shall utilize the drop box by the front entrance.

CONTRACTOR shall submit the following for the PROPOSAL submission to be deemed complete:

- Quote Form
- Quote Sheet
- Attachment 1 – References
- Cleaning Schedule
- Certification Regarding Debarment, Suspension and Other Responsibility Matters

All PROPOSALS must be made on the required Quote Form and Quote Sheet. All blank spaces for prices must be filled in, in ink or typewritten, and the Quote Form must be fully completed and executed when submitted. Only one copy of the PROPOSAL is required. CONTRACTORS shall remove and submit the Quote documents separate

from the volume of contract documents. A conditional or qualified Quote will not be accepted. All addenda so issued shall become part of the contract documents.

PROPOSAL EVALUATION: SERVICES award will be made by the OWNERS determination of the most responsive and responsible CONTRACTOR or otherwise guided by the OWNERS procurement policies. All PROPOSALS will be judged by the Town of Colchester on the overall value to the Town. Criteria in determining the overall value will be the following:

- Demonstrated CONTRACTORS experience
- References
- CONTRACTORS qualifications
- Skill and experience of CONTRACTORS staff
- Compliance with RFP requirements
- CONTRACTORS ability to preform the work in a timely manner
- CONTRACTORS quality of work and safety
- Cost

All CONTRACTORS shall have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the OWNER. The responsiveness and responsibility of the PROPOSAL will be reviewed to inform the overall value. The OWNER reserves the right to reject any or all proposals. The OWNER may choose to accept portions of any PROPOSAL and delete/remove selected line items from the scope of work. The CONTRACTOR may not use subcontractors for the Services and Work described herein.

To ensure the OWNER is contracting and purchasing the best quality services at the least possible cost, the OWNER may make any such investigations as it deems necessary to determine the responsibility of the CONTRACTOR, and the CONTRACTOR shall furnish to the OWNER all such information and data for this purpose and as the OWNER may request. The OWNER reserves the right to reject any PROPOSAL if the CONTRACTOR fails to submit the requested information and data, or if evidence reviewed by the OWNER's investigation of such CONTRACTOR fails to satisfy the OWNER that such CONTRACTOR is properly qualified to carry out the obligations of the Agreement to complete the services contemplated therein.

In the event there is any discrepancy in the QUOTE SHEET between any price in words, figures, or the extended totals, the price in words shall govern and the extended totals in each case shall be corrected accordingly. No PROPOSAL will be accepted which does not contain a price for each item in the QUOTE SHEET.

GENERAL CONDITIONS RELATED TO QUOTING: The OWNER may waive any informalities or minor defects or reject any and all PRPOSALS. A CONTRACTOR may withdraw any PROPOSAL submitted prior to the hour set for the closing of the PROPOSALS provided the request is signed in a manner identical with the PROPOSAL being withdrawn. Any PROPOSAL received after the time and date specified, shall not be considered. No CONTRACTOR may withdraw a Proposal within 30 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the CONTRACTOR.

Prospective CONTRACTORS are offered the November 25th walk through meeting in order to make investigations over the site of the proposed services as they deem necessary. They must satisfy themselves by personal examination of the location of the proposed services, and by such other means as they deem necessary, as to the actual conditions and requirements of the services. Prices shall include every and all costs for the completion of the services as indicated in the Scope of Work and Basic Contract.

Contractors must satisfy themselves of the accuracy of the estimated service and staff quantities in the Quote Sheet by examination of the site. At the time of the opening of PROPOSALS, each CONTRACTOR would have inspected the site and to have read and to be thoroughly familiar with the RFP (including all Addenda). After Proposals have

been submitted, the CONTRACTOR shall not assert that there was a misunderstanding concerning the quantities of services or of the nature of the services to be done. The failure or omission of any CONTRACTOR to do any of the foregoing shall, in no way, relieve any CONTRACTOR from any obligation with respect to their PROPOSAL.

Payment to the CONTRACTOR shall be made only for the actual work performed and accepted or materials furnished and accepted in accordance with the RFP. The scheduled work to be performed and materials to be furnished may each be increased, decreased, or omitted as hereinafter provided in the OWNER'S sole discretion. The OWNER reserves the right to consider PROPOSALS based on their relative merit, risk and values to the Town, and reserves the right to negotiate with all CONTRACTORS. The successful CONTRACTOR may be asked to participate in negotiations and may be asked to revise their PROPOSAL based on their negotiations. In submitting a PROPOSAL, each CONTRACTOR acknowledges that they have read and understand these requirements.

The RFP contains the provisions required for the services provided. Information obtained from any officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve it from fulfilling any of the conditions of the contract.

The CONTRACTORS attention is directed to the Town of Colchester Standard Terms and Conditions of the RFP, which contains requirements, provisions and policies applicable to work under the contract.

The CONTRACTOR shall take out and maintain during the life of this contract such Comprehensive General Bodily Injury Liability and Property Damage Liability Insurance and Automobile Bodily Injury Liability and Property Damage Liability as shall protect itself and its subcontractor performing services covered by this Contract for claims for damages for personal injury, including accidental death, as well as from claims for property damage, as further delineated in the Town of Colchester Standard Terms and Conditions, which may arise from operations under this contract, whether such operations by itself or by any subcontractor or by anyone directly or indirectly employed by either of them.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the work shall apply to the contract throughout. This SERVICE is subject to all of the Safety and Health Regulations (CFR 29, Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974. CONTRACTORS are urged to become familiar with the requirements of these regulations.

The party to whom the contract is awarded will be required to execute the Agreement and provide all the Agreement Forms and Documents within ten (10) business days from the date when Notice of Intent to Award is delivered to the successful CONTRACTOR. In case of failure of the CONTRACTOR to execute the Agreement, the OWNER may, at its option, consider the CONTRACTOR in default.

The OWNER will issue the Notice to Proceed within ten (10) days of the execution of the Agreement. The "Date of Issuance" on the Notice to Proceed shall start the Contract time. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended only by mutual written agreement between the OWNER and CONTRACTOR.

The CONTRACTOR shall not commence services under this Contract until they have obtained all the insurance required hereunder and such insurance has been approved by the OWNER. Approval of the insurance by the OWNER shall not relieve or decrease the liability of the Contractor hereunder.

A pre-work meeting will be held in the Colchester Recreation Center at 80 Mazza Drive soon after delivery of the Notice to Proceed. The Contractor will be notified of the exact time and date. Topics of discussion shall include coordination and scheduling of work requirements by all concerned parties and the following;

- List of all equipment and supplies that will be used and kept/stored at the Recreation Center.
- Consistent schedule of work for Routine Cleaning

SCOPE OF WORK

Janitorial Services – Colchester Recreation Center

The Scope of Work for the RFP shall include providing all labor, supplies, materials, tools, equipment and supervision necessary to complete the specified janitorial services at the Town of Colchester Recreation Center at 80 Mazza Drive, Colchester, Vermont.

The total price provided on the Quote Sheet, shall include all labor, supplies, materials, tools, equipment and supervision necessary to complete the tasks. Additional fees such as, but not limited to, fuel, taxes or other costs incurred shall not be permitted.

The materials, supplies, tools and equipment are to be of good commercial quality, suitable for the purpose intended and shall deliver results necessary to provide the high standards of cleanliness required under this contract. The CONTRACTOR shall not use any material that the OWNER determines unsuitable for the purpose or harmful to the surface to which applied.

CONTRACTOR shall supply:

- All necessary cleaning equipment not supplied by the Town to complete the specified services
- All necessary cleaning products not supplied by the Town to complete the specified services

The OWNER will supply:

- All floor cleaning products
- Cleaning products dispenser
- All soap for bathrooms
- All paper products (toilet paper, paper towels, trash bags and liners)
- Auto scrubber machine with training
- SDS Binder with appropriate SDS sheets
- All cleaning materials must be stored and kept locked in the designated janitorial closet or storage space. This includes the materials from the SDS sheets that were provided by the Town
- Water & electricity
- Storage for equipment and supplies

The Colchester Recreation Center being a new building and opening to the public and members for the first time, the cleaning frequency was created in this document (under Basic Contract) with best practices in mind by the OWNER. Once the Recreation Center opens, for the first three (3) months the OWNER will meet with the CONTRACTOR in order to make cleaning frequency adjustments, if necessary, to the original Schedule of Services. Also, cleaning tasks that were overlooked may be added at this time. Thereafter, the OWNER reserves the right to make cleaning frequency adjustments with no less than 30 days' notice to the CONTRACTOR, in writing. The CONTRACTOR will make propose cost changes related to frequency adjustments requested by the OWNER, based, to the degree possible on information in the PROPOSAL, to be reviewed and negotiated with the OWNER and agreed to in writing, when the Schedule of Services are adjusted. It is the OWNERS intention to limit the adjustments to the Schedule of Services after the use of the building and spaces present a better understanding of cleaning frequency needs.

TOWN OF COLCHESTER RECREATION CENTER

1.0 GENERAL INFORMATION

The following estimates are provided to assist the Contractors in preparing their PROPOSALS. Contractors must satisfy themselves of the accuracy of the estimated space by examination of the site. After PROPOSALS have been submitted, the CONTRACTOR shall not assert that there was a misunderstanding concerning the space or square footage, or of the nature of the services to be done.

- Floor cleaning square footage of the Recreation Center: Approximately **20,413** sq. ft.

First Floor:

| | | |
|---------------------------|----------------|-------------------------------|
| ▪ Vinyl: | 1,914 sq. ft. | (locker rooms and rest rooms) |
| ▪ Polished Concrete: | 1,828 sq. ft. | (lobby and corridor) |
| ▪ Athletic Multi-Purpose: | 10,843 sq. ft. | (activity rooms and gym) |
| ▪ Rubber: | 426 sq. ft. | (stairways) |

Second Floor:

| | | |
|---------------------------|---------------|---------------------------|
| ▪ Carpet: | 527 sq. ft. | (corridor) |
| ▪ Vinyl: | 104 sq. ft. | (rest rooms) |
| ▪ Athletic Multi-Purpose: | 4,771 sq. ft. | (studio and fitness room) |

- Number of employees working in the Recreation Center daily:
 - 7 full-time employees, where the range of hours of operations are 7:00 AM – 6:30 PM, M-F
 - 1 - 2 full time employee during the Recreation Center hours of operations, Saturday and Sunday
 - 3-10 part-time employees, during the Recreation Center hours of operations, 7 days a week
- Recreation Center Hours of Operations 7 days a week:
 - 5:30am – 9:00pm, Monday – Thursday
 - 5:30am – 8:00pm, Friday
 - 7:00am – 6:00pm Saturday
 - 7:00am – 5:00pm Sunday
- Recreation Center Member Facility users:
 - Anticipated 200 daily

1.1 BASIC CONTRACT

The following tasks are included in the basic contract for janitorial services in the Recreation Center. Specific tasks are able to be completed while the Recreation Center is open (**indicated by “O”**) between the hours of 9:00am – 3:00pm, while certain tasks will be required to be completed while the facility is closed (**indicated by “C”**).

| Recreation Center – Routine Cleaning | M-W-F | Schedule of Services | | |
|--|-------|----------------------|--------|-------------------|
| | | Daily | Weekly | Monthly |
| 1st and 2nd Floor Restrooms (3) “O” | | | | |
| Clean and disinfect baby changing stations (1 st floor) | | | M | |
| Clean and mop floors | | X | | |
| Clean and sanitize grab bars | X | | | |
| Clean and sanitize toilets & sinks | | X | | |
| Clean and sanitize shower (1 st floor) | | X | | |
| Clean mirrors | | | M | |
| Disinfect light wall switches and door handles | | X | | |
| Remove trash and replace liners | | X | | |
| Restock paper products & soap | | X | | |
| Spot clean walls | | | M | |
| Wipe partitions | | | M | |
| Wipe trash receptacles | | X | | |
| | | | | |
| Activity Rooms (2) “O” | | | | |
| Full clean glass doors and windows | | | M | |
| Microfiber dry mop floor | | X | | |
| Scrub clean floor | | | M | |
| Spot clean walls | | | | 1 st T |
| Wet mop floor | X | | | |
| Wipe cubies | | | | 1 st T |
| | | | | |
| All Rec Center Locations “O” | | | | |
| Clean all air returns and vents | | | | Quarterly |
| Clean all baseboards | | | | 2 nd T |
| Clean all door handles | | | | Quarterly |
| Dust all blinds | | | | 2 nd T |
| Remove all trash and recycling from building into onsite dumpsters. Replace liners | | X | | |
| Wipe clean all light switches | | | F | |
| Wipe defined electrical outlet wall plates | | | | Quarterly |
| | | | | |
| Elevator “O” | | | | |
| Clean exterior cab doors | | | T | |
| Clean interior cab doors | | | T | |
| Clean and disinfect interior controls | | | T | |
| Clean and disinfect interior railings | | | T | |
| Vacuum floor | | X | | |
| Wet mop floor | | | T | |
| | | | | |

| Recreation Center (continued) | Schedule of Services | | | |
|--|----------------------|-------|--------|---------|
| | M-W-F | Daily | Weekly | Monthly |
| Fitness “C” | | | | |
| Clean and polish all mirrors | X | | | |
| Full clean of all glass windows | X | | | |
| Rotary scrub clean floor | M & TH | | | |
| Spot clean walls | | | | 1st T |
| Vacuum floor | | X | | |
| Wipe and disinfect benches | | | F | |
| Wipe and disinfect equipment | | | F | |
| Wipe and disinfect free weights | | | F | |
| | | | | |
| Gymnasium “O” | | | | |
| Clean and disinfect bleachers | | | | 3rd T |
| Clean and disinfect gym wall mats | | | | 3rd T |
| Full clean glass doors and windows | | | TH | |
| Microfiber dry mop floor | | X | | |
| Rotary scrub clean floor “C” | T & F | | | |
| Wet mop corners of floor “C” | T & F | | | |
| | | | | |
| Kitchen “O” | | | | |
| Clean and disinfect all countertops | | | TH | |
| Clean cabinet face | | | | 4th T |
| Clean outside of all appliances | | | | 4th T |
| Remove trash and replace liners, if necessary | | X | | |
| Vacuum floor | | | TH | |
| Wet mop floor | | | | 4th T |
| | | | | |
| Locker Rooms (2) “C” | | | | |
| Clean and clear all drains | | X | | |
| Clean and disinfect all partitions | | | M | |
| Clean and sanitize toilets, urinals, sinks and grab bars | | X | | |
| Clean and disinfect baby changing stations | | | M | |
| Clean showers | | X | | |
| Clean benches | | X | | |
| Clean ceramic tile shower stalls | X | | | |
| Disinfect all counter tops | | X | | |
| Disinfect toilet partition door handles/latches | | X | | |
| Full clean and polish all mirrors | | X | | |
| Remove napkin liner and replace, if necessary | | X | | |
| Remove trash and replace liners, if necessary | | X | | |
| Restock paper products & soap | | X | | |
| Spot clean walls | | | M | |
| Wipe trash receptacles | | X | | |

| Recreation Center (continued) | | Schedule of Services | | |
|--|--------------|-----------------------------|---------------|-------------------|
| | M-W-F | Daily | Weekly | Monthly |
| Lobby & Corridor (1st & 2nd floors) “O” | | | | |
| Clean and disinfect all drinking fountains | | X | | |
| Clean and disinfect bench seating | | | TH | |
| Clean and disinfect all lobby furniture | | | | 1 st T |
| Full clean glass doors and windows | | X | | |
| Full clean of entrance door glass | | X | | |
| Dispose recyclable materials and replace liner | | X | | |
| Remove trash and replace liner | | X | | |
| Sweep exterior front entrance (ceiling and corners) | | X | | |
| Vacuum floors | | X | | |
| Wet mop floors | | X | | |
| Wipe counters | | X | | |
| | | | | |
| Stairwell #1 “O” | | | | |
| Clean handrails | | | | 1 st T |
| Vacuum floor and stairs | X | | | |
| Wet mop floor and stairs | | | T | |
| | | | | |
| Stairwell #2 “O” | | | | |
| Clean handrails | | | | Quarterly |
| Vacuum floor and area behind stairs | | | | Quarterly |
| Vacuum stairs | | | | Quarterly |
| Wet mop floor and stairs | | | | Quarterly |
| | | | | |
| Studio “C” | | | | |
| Clean and polish all mirrors | X | | | |
| Microfiber dry mop floor | | X | | |
| Rotary scrub clean floor | | | M | |
| Wet mop floor | | X | | |
| Spot clean wall | | | M | |
| | | | | |
| Track “O” | | | | |
| Dust railings | | | | Quarterly |
| Full clean all interior walled glass windows and doors | | | | 1 st W |
| Full clean all exterior walled windows and frosted panels | | | | Quarterly |
| Spot clean walls | | | M | |

Note: Special item 1.8 for Annual Cleaning Services

CLEANING STANDARDS

1.2 Locker Room and Restroom Cleaning Requirement Standards

- 1.2.1 Clean and Disinfect Toilets and Urinals: Completely clean and disinfect all exposed surfaces of the toilets and urinals. A non-abrasive cleaner shall be provided and used on the exposed hardware. The cleaning includes the drying and polishing of all exposed hardware. All foreign material shall be removed from the urinal drain trap. A special set of sponges, cloths, and non-wire brushes shall be maintained and used only for cleaning the urinals and toilets and may not be used for cleaning other surfaces. Remove scale, scum mineral deposits, rust stains, etc., from the interior of toilet bowls and urinals. After cleaning, the toilet seat must be completely dried and placed in an upright position. All fixtures shall present a clean, bright shiny appearance and shall be free of all streaks, spots, stain rings, foreign material, etc., including the metal hardware. Stopped-up toilets shall be plunged free of obstructions. Only if obstructions cannot be dislodged completely shall it be reported along with other inoperable or broken fixtures. Urinal cakes and deodorant blocks shall not be used.
- 1.2.2 Paper Products Dispensers: Replenish all paper towel dispensers to their maximum level daily but do not overfill. Dispensers shall be refilled with the proper product for that dispenser. Replenish toilet paper by placing the product in the dispenser. Replace consumed rolls and partial rolls, which appear to be down to the last 10-15%. Partial rolls of toilet tissue shall remain in the restrooms to prevent waste. Sanitary napkin disposal containers shall have a waxed paper or plastic liner or similar-type product at all times, to be replaced daily or when they have been used.
- 1.2.3 Soap Dispensers: Soap dispensers shall be filled with foam soap when there is 25% of product left. Soapbox cartridges shall be replaced prior to becoming empty. The dispensers and adjacent surfaces shall be wiped with a germicidal detergent to remove fingerprints and smudges. The device shall be checked after filling for proper operation, and inoperable devices shall be reported when found. The counter top area under soap dispensers shall be cleaned of all soap residues.
- 1.2.4 Trash Receptacles: All waste receptacles and feminine product receptacles shall be emptied. Emptying includes removing the liner and disposing of it, then installing a new liner. The inside, outside, and housing of the receptacles shall be cleaned with a germicidal cleaner.
- 1.2.5 Counter Tops and Sinks: Completely clean and disinfect all exposed surfaces of the counter top and sink. A nonabrasive cleaner shall be used on the exposed hardware. The cleaning includes the drying and polishing of all exposed hardware. After cleaning, the fixture shall present a clean, bright and shiny appearance and shall be free of all visible soil, streaks, oily smudges, residue of cleaning agents, etc. The counter top, sinks, drains and faucets, shall be free of streaks, spots, stains and hair. Different cloths, sponges, brushes, and non-abrasive pads shall be used to clean the sinks than the ones used for cleaning the toilets and urinals.
- 1.2.6 Ceramic Tile: The glazed ceramic tiles in the showers are to be cleaned with an all-purpose, low VOC, cleaning product. The product should be grout joint cleaning compatible. Cleaning is to remove soap scum, hard water deposits and mildew. A cotton cloth, sponge or mop should be used to apply and agitate cleaner. The entire tile surface shall be rinsed with clean water. At no point shall harsh chemical products, including acids and ammonia be used on any tiled surface or grout.
- 1.2.7 Walls, Partitions, and Doors: Clean the partition walls, partition doors, and walls surrounding the urinals and toilets. Remove any nonpermanent stains, spots, and streaks using a cloth/sponge dampened with a germicidal detergent solution. This also includes the light switches, doors and door latches/knobs, and any of the walls within the locker rooms and restrooms. After cleaning the walls, they shall be free of fingerprints, smudges, grease, soil, mildew, or stains.

- 1.2.8 Mirrors: Mirrors shall be cleaned with a streak-free product to remove soil, streaks, smudges, film, etc., from the surface of the mirrors. The frame of the mirror and shelves and other adjacent areas shall be cleaned.
- 1.2.9 Floors: Clean the floor with the provided, designated cleaning solution, using the appropriate type of cleaning apparatus. After cleaning floors, they shall have a uniform appearance free of hair, spots, spills, stains, dirt, debris, streaks, residue and mop strings. Drains are to be freed of hair buildup. When mops are used, they shall be cleaned and treated prior to reusing. Mops used to clean locker rooms and bathrooms shall not be used in other areas.

1.3 Floor Care Techniques and Standards

- 1.3.1 The OWNER has determined the type, quality, and characteristics of all floor materials which are to be serviced under this contract. The OWNER has researched the proper cleaning method, based on floor manufacturer recommendations of each floor material so that Recreation Center floors remain in good condition.

Activity Rooms and Studio Space Floors

Daily Maintenance:

1. Dust mop the entire floor. The mop is to be treated with the Super Hill-Tone or similar product.
2. Spot clean scuff marks. Most marks can be removed by rubbing with a dry, white nylon pad or rag. Mineral spirits or neutral detergent can be used. Work from the outside of the mark towards its center. Rinse with water and dry. Avoid the use of solvents.

Periodic Maintenance (1x weekly):

1. Dust Mop the entire floor. The mop is to be treated with the Super Hill-Tone or similar product.
2. Scrub the entire floor using an auto-scrubber equipment with a white nylon pad. Dilute the cleaning solution according to the manufacturer's instructions. Using only one pass of the scrubber, dispense a liberal amount of solution, scrub the floor and vacuum the dirty solution.

Fitness Room Floor

Daily Maintenance:

1. Vacuum entire floor, including under machines, benches and racks to remove dirt and grit.
2. Spot clean scuff marks applying Pulastic Basic Clean solution that has been mixed using a 200:1 water-to-cleaner ration. Let the solution remain on the spot for 10 minutes.
3. Scrub with the auto scrubber – white pad, with the vacuum on and squeegee in the down position.

Periodic Maintenance (2x weekly):

1. Vacuum entire floor, including under machines, benches and racks to remove dirt and grit
2. Scrub the entire floor using an auto-scrubber with a white pad. Use the Basic Clean solution with hot water mix the cleaning solution using a 200:1 water-to-cleaner ratio. Allow the solution to stand on floor for 10 minutes. Remove with auto-scrubber vacuum on and squeegee in down position.
3. Rinse floor surface with fresh water and remove with auto-scrubber vacuum.

Gymnasium Floor

Daily Maintenance:

1. Sweep entire floor with a clean, untreated microfiber mop to remove dirt and grit.
2. Spot clean scuff marks applying Pulastic Basic Clean solution that has been mixed using a 200:1 water-to-cleaner ration. Let the solution remain on the spot for 10 minutes.
3. Scrub with the auto scrubber – white pad, with the vacuum on and squeegee in the down position.

Periodic Maintenance (2x weekly):

1. Sweep entire floor with a clean, untreated microfiber mop to remove dirt and grit.
2. Mix the Pulastic Basic Clean solution with hot water using a 200:1 water to cleaner ratio.
3. Apply cleaner/water solution to floor with the auto scrubber with vacuum off and squeegee in the up position. Allow the solution to stand on the floor for 10 minutes. Scrub slowly with the auto scrubber – white pad, with the vacuum on and squeegee in the down position.
4. Place “wet floor” signs out

Polished Concrete:

1. Floor to be swept using a microfiber mop to remove dirt and dust
2. Wet mop with provided neutral pH floor cleaner and clean water.
3. Floor scrubber can be used with the correct pad

**Avoid abrasive pads that can wear down the protective coating on the concrete. Never use ammonia, bleach, mop & glow, pine-Sol, Lysol or citrus-based products on polished concrete floors.*

- 1.3.2 No material, treatment, or procedure should be used on any floor, stairway, or sidewalk that will cause any floor, stairway, or sidewalk surface to be slippery or unsafe to walk upon, especially in inclement weather.
- 1.3.3 Floors shall be maintained in such a manner as to promote longevity and safety. Upon completion of work, all floors shall be left in a clean, orderly, and safe condition. The contractor must take immediate corrective action when notified of unsafe conditions.
- 1.3.4 Removal of dirt and build-up near baseboards and corners is necessary to prevent discoloration. Upon completion of this task, the floors shall be free of all scuff marks, dirt, dust, soil, spots, stains, deposits, and film. Floors cleaned afterhours shall be completely dry and ready for traffic by the next day. Caution Wet Floor signs are required when floors are cleaned during Recreation Center operational hours.

1.4 Wall Care Techniques and Standards

- 1.4.1 Wiping of electrical outlet wall plates to occur in Bathrooms, Locker Rooms, Activity Rooms, Studio and Fitness Room.
- 1.4.2 Removal of dirt and grim from walls through spot cleaning. A clean damp microfiber towel to be used with warm water. At not time shall any cleaning solutions be used on the walls.

- 1.4.3 Any marks, smudges, or stains to walls not being able to be removed, are to be reported through routine maintenance reporting.

1.5 Routine Maintenance Problem Reporting

The successful contractor must report any routine maintenance problems such as burned out lights, clogged drains, toilet problems, electrical outlet malfunctions, items broken, missing, and other items which require maintenance, repair, or replacement. This report should be submitted as needed to the Town representative and should include irregularities in any of the areas serviced, regarding heating and ventilating equipment, lighting, furniture, broken windows, dispensing equipment in restrooms, or any other conditions that may require attention for repairs, adjustment, replacement, or correction.

1.6 Contract Monitoring

All services required to be performed under this agreement will be subject to inspection by a representative of the Town while in process or after completion. If any such services are found to be unsatisfactory and not in accordance with the requirements of this contract, the Town representative will notify the contractor and the contractor must take immediate steps for corrective action. The contractor or site supervisor shall be available to meet on site with the Town representative upon request to review and ensure that contract service levels are being met.

1.7 Schedule

PROPOSALS shall include a submitted proposed time of year, monthly, weekly, daily, and time of day schedule the contractor intends to perform for all cleaning services in compliance with the schedule in Section 1.1.

1.8 Annual Cleaning

Specific areas and items will require annual cleaning during non-operating hours, to be completed during the month of April within a 2-week timeframe. Set dates are to be communicated to the OWNER prior. PROPOSALS shall include in the Quote Sheet in Item #6 the costs for annual cleaning services listed below;

Exposed Duct Work

Location: Fitness Room (2nd Floor)

- Vacuum, dust and wipe all exposed duct work, focusing on removing all debris from the top surface.
- Vacuum, dust and wipe all duct work registers and vents, focusing on removing all visible debris from vent openings.
- Use a soft non-abrasive cloth to avoid scratching the exposed painted duct work.

Hanging Ceiling Lights

Location: Lobby and Corridor (1st Floor) & Fitness Room and Studio (2nd Floor)

- Vacuum, dust and wipe all top of ceiling light fixtures
- Remove all build up dust/debris from ceiling light fixture hangers/chains

QUOTE FORM

PROPOSAL of _____ (hereinafter called "CONTRACTOR "), organized
and existing under the laws of the State of _____ doing business
as: _____
(a corporation, a partnership or an individual)

To the: _____ TOWN OF COLCHESTER
(Loanee or Grantee) (hereinafter called "OWNER".)

In compliance with your advertisement for Request for PROPOSALS, CONTRACTOR hereby proposes to perform SERVICES for the **JANITORIAL SERVICES – COLCHESTER RECREATION CENTER AGREEMENT** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

The CONTRACTOR declares as follows:

- (1) the only parties interested in this PROPOSAL as Principals are named herein;
- (2) this PROPOSAL is made without collusion with any other person, firm, or corporation;
- (3) no officer or agent of the OWNER is directly or indirectly interested in this PROPOSAL;
- (4) it has examined carefully the location of the proposed services, proposed contract Agreement, and specifications therein referred to;
- (5) it has gathered and understands information relative to the locations of existing service locations, and is aware of apparent and latent conditions, and natural phenomena. The information carries no guarantee expressed or implied, as to its completeness or accuracy, and it has made due allowance therefore;
- (6) it understands the OWNER reserves the right to modify or delete items without affecting pricing of other items under this contract;
- (7) it understands the OWNER reserves the right to alter the schedule at any time due to changing circumstances that may result in either an increase or decrease in compensation to the CONTRACTOR;
- (8) it understands that the services under this contract is to commence on the date of issuance of the Notice to Proceed, and to be performed on the schedule provided by the OWNER for a period of 3 YEAR(s);
- (9) it acknowledges the receipt of the following addenda; (Must be filled out by the CONTRACTOR at the time of submission)
 - a) _____
 - b) _____
 - c) _____

and it proposes and agrees that, if this PROPOSAL is accepted, it will contract with the OWNER, in accordance with the copy of the contract documents deposited in the office of the OWNER, this Quote Form being part of and included in a copy of said documents, to provide all necessary tools, apparatus, and other means to do all the work and furnish all the materials specified in this contract in the manner and time therein prescribed and according to the requirements of the OWNER as therein set forth and that it will take in full payment for each item of work thereof, the contracted price applicable to that item as stated in the schedule below.

In submitting this PROPOSAL, the undersigned understands and agrees that the OWNER either prior to executing the contract Agreement, or at any time during the course of the services, may elect to omit certain portions of the services.

- (10) Unit prices listed on Quote Sheet reflect yearly pricing. The CONTRACTOR will invoice the OWNER monthly for the services performed.

IN THE EVENT THERE IS A DISCREPANCY BETWEEN THE UNIT PRICES WRITTEN IN WORDS AND FIGURES, THE PRICES WRITTEN IN WORDS SHALL GOVERN.

QUOTE SHEET

CONTRACTOR agrees to perform all the Services described in the Contract Documents under Basic Contract, Routine Cleaning – Schedule of Services (pages 8 -14) for the following lump sums:

| Item # | Cleaning Service | Lump Sum Price (in words) | Total Price (in figures) |
|------------------------------|--------------------------|--|-----------------------------|
| 1 | Routine Cleaning Daily | <div style="text-align: right;">_____ Dollars</div> <div style="text-align: center;">and _____ Cents</div> | \$ _____ |
| 2 | Routine Cleaning M-W-F | <div style="text-align: right;">_____ Dollars</div> <div style="text-align: center;">and _____ Cents</div> | \$ _____ |
| 3 | Routine Cleaning Weekly | <div style="text-align: right;">_____ Dollars</div> <div style="text-align: center;">and _____ Cents</div> | \$ _____ |
| 4 | Routine Cleaning Monthly | <div style="text-align: right;">_____ Dollars</div> <div style="text-align: center;">and _____ Cents</div> | \$ _____ |
| 5 | Cleaning Quarterly | <div style="text-align: right;">_____ Dollars</div> <div style="text-align: center;">and _____ Cents</div> | \$ _____ |
| 6 | Annual Cleaning | <div style="text-align: right;">_____ Dollars</div> <div style="text-align: center;">and _____ Cents</div> | \$ _____ |
| TOTAL CONTRACT PRICE: | | | \$ _____ |

Respectfully submitted: _____
Print or Type Name Title

Phone # Company Name & Address

(SEAL - if PROPOSAL is by a corporation) _____
Signature Email

Dated this _____ day of _____, 20_____

ATTACHMENT 1

This attachment must be included with the RFP response in order to be considered further.

REFERENCES

In the space below, list four (4) current commercial references, similar in size. These references must have correct phone numbers and contact names.

1. Name of Company: _____
Address: _____
Contact: _____
Phone: _____
Dates janitorial service provided: _____
Total square footage: _____

2. Name of Company: _____
Address: _____
Contact: _____
Phone: _____
Dates janitorial service provided: _____
Total square footage: _____

3. Name of Company: _____
Address: _____
Contact: _____
Phone: _____
Dates janitorial service provided: _____
Total square footage: _____

4. Name of Company: _____
Address: _____
Contact: _____
Phone: _____
Dates janitorial service provided: _____
Total square footage: _____

**TOWN OF COLCHESTER
781 BLAKEY ROAD
COLCHESTER, VT 05446-0055**

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

This certification needs to be completed by all Town of Colchester suppliers as required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510.

1. The Applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause of default; and

2. Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Print Name

Signature

Title

Date

Company

Project Name

AGREEMENT DOCUMENTS AND FORMS

NOTICE OF INTENT TO AWARD

TO: _____

PROJECT DESCRIPTION: Janitorial Services – Recreation Center

The OWNER has considered the PROPOSAL submitted by you for the above described Services in response to its Information for Contractors dated November 2024.

You are hereby notified that your PROPOSAL has been accepted for Janitorial Services – Colchester Recreation Center in the total contract price of

\$ _____.

You are required by the Information for Contractors and Standard Terms and Conditions to execute the Agreement and furnish the required Agreement Documents and Forms, within ten (10) business days from the date of this Notice to you. If you fail to execute said Agreement and to furnish Agreement Documents and Forms within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your PROPOSAL as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

This Notice of Intent to Award is subject to execution of a written contract and, as a result, this Notice does NOT constitute the formation of a contract between the OWNER and the Contractor. The OWNER reserves the right to fully inspect the PROPOSAL to determine, in its sole discretion, whether the Contractor is qualified to perform the Services. The Contractor shall not acquire any legal or equitable rights relative to the contract services until the contract containing terms and conditions acceptable to the OWNER is executed. The OWNER further reserves the right to cancel this Notice of Intent to Award at any time for any reason prior to the execution of a written contract.

You are required to return an acknowledged copy of this *NOTICE OF INTENT TO AWARD* to the OWNER.

Dated this _____ day of _____, 2024

Town of Colchester
OWNER (Print or Type Name)

Title: _____
Signature

ACCEPTANCE OF NOTICE

Receipt of the above *NOTICE OF INTENT TO AWARD* is hereby acknowledged.

Dated this _____ day of _____, 20____

CONTRACTOR (Print or Type Name)

Title: _____
Signature

AGREEMENT

THIS AGREEMENT, as dated below, by and between the Town of Colchester, hereinafter called "OWNER" and _____, doing business as _____ a corporation, a partnership or an individual, hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the **Janitorial Services – Colchester Recreation Center.**
2. The CONTRACTOR will furnish all the materials, tools, equipment, labor and other services necessary for the completion of the SERVICES described herein.
3. The CONTRACTOR will commence the SERVICES required by the CONTRACT DOCUMENTS on the date of issuance of the NOTICE TO PROCEED for a period of (3) years as described on the NOTICE TO PROCEED.
4. The CONTRACTOR agrees to perform all the SERVICES described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____ or as shown in the Quote schedule
5. The term "CONTRACT DOCUMENTS" means and includes the following:

Information for Contractors
Scope of Work
Quote Form
Quote Sheet
Attachment A - References
Certification regarding Debarment, Suspension and Other Responsibility Matters
Notice of Intent to Award
Agreement
W-9
Non-Employee Work Agreement
Liability Hold-Harmless Agreement
Certificate of Insurance
Notice to Proceed
Standard Terms and Conditions

In case of any conflict with the items referenced above, the contractor is responsible to ascertain and follow the direction provided by the Municipality.

6. OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the Standard Terms and Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

CONTRACTOR: _____ ATTEST: _____
(Signature)

BY: _____ Name: _____
(Signature) (Print or Type)

Name: _____
(Print or Type)

Title: _____

Address: _____

OWNER: _____ Town of Colchester ATTEST: _____
(Signature)

BY: _____ Name: _____
(Signature) (Print or Type)

Name: _____ Derek Mitchell Title: _____
(Print or Type)

Title: _____ Assistant Parks & Recreation Director

Dated this _____ day of _____, 2024 (Date provided by Town)

Certificate of Acknowledgement of Contractor of a Corporation for CONTRACT AGREEMENT

State of _____ }
County of _____ } ss:

On the _____ day of _____, 20____, before me personally came _____, to me known, who being duly sworn did say as follows: that he/she resides at _____

and is the _____ of _____,

the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal or said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order of the Board of Directors of said corporation; and that by the like order he signed thereto his/her name and official designation.

BY: _____
(Signature)

Name: _____ (CONTRACTOR Seal, if available)
(Print or Type)

Title: _____

Notary Public (Seal)

My commission expires _____

W-9 Form

www.irs.gov/formw9

NON-EMPLOYEE WORK AGREEMENT

Entities who provide services to the Town in any one calendar year that equal or exceed \$600 and have one of the following federal tax classifications **require** completed non-employee work agreements and liability hold-harmless agreements that are signed and witnessed:

- 1) Individual/sole proprietor or single-member LLC;
- 2) Partnership;
- 3) Limited Liability Companies filing as a Partnership.

Entities with the following federal tax classifications **are exempt** from filing non-employee work agreements and liability hold-harmless agreements:

- 1) C Corporations;
- 2) S Corporations;
- 3) Limited Liability Companies (LLC) filing as a C Corporation; and,
- 4) Limited Liability Companies (LLC) filing as an S Corporation.

TO: Town of Colchester, a Vermont Municipality:

NON-EMPLOYEE WORK AGREEMENT

Under 21 VSA § 601 (14) (F), sole proprietors and partner OWNERS of an unincorporated business whose work: is distinct and separate from the municipality's work; who control the means and manner of the work performed; hold themselves out as in business for themselves; hold themselves out for work for the general public and do not perform work exclusively for or with another person; and are not treated by the municipality as an employee for purposes of income or employment taxation with regard to the work performed; are not considered workers or employees of the municipality.

To be completed by Municipality:

- Work to be performed _____
- Written contract? (circle one) **Yes** **No** If yes, attach a copy of the contract
- Beginning and end date of work: _____
- Could this work be considered a normal municipal function? _____
- Is this work in any employee's job description? _____

To be completed by Contractor:

Undersigned, sole proprietor, or partner OWNER of an unincorporated business, of _____ (name of business), of _____ (business address), hereby certify that I am aware of my right to purchase Workers' Compensation insurance and have elected, to purchase Workers' Compensation coverage as described below or, not to purchase Workers' Compensation insurance coverage: (Check one)

☐ Undersigned, hereby attests I have procured Workers Compensation Insurance Coverage from:
Carrier: _____ Effective Dates: _____ to _____
Limits of Liability: _____
(Attach a valid Certificate of Insurance)

☐ Undersigned, hereby attests that I am a sole proprietor, or partner OWNER of an unincorporated business, and as such am not considered to be a worker or employee under the provisions of 21 VSA § 601 (14).

I affirm that:

- I am not a worker or employee of _____ (municipality);
- I am working independently;
- I have no employees; and
- I have not contracted with other independent contractors;
- I understand that I have the right to purchase workers compensation insurance, and I have _____ elected not to purchase workers compensation insurance coverage.

Date: _____ Print Name: _____ Sign Name: _____

Municipal Representative Signature: _____

LIABILITY HOLD-HARMLESS AGREEMENT

**for use with
Sole Proprietors and OWNER Partners of Unincorporated Businesses**

In consideration of the agreement of Town of Colchester (municipality) to engage my company and me to perform certain services for the Municipality, _____ (company) and I agree, and for myself/ourselves and my/our heirs, executors and administrators agree to indemnify, defend and hold forever harmless Town of Colchester (municipality) its officers, agents and employees from and against any and all claims, demands, liabilities, actions, judgments, settlements, damages, costs and expenses (including attorney's fees and disbursements) for injury to or death of any person, including myself, or damage to property arising out of or resulting from any material, product, equipment, vehicle or service supplied by the company or by me, or the agents, servants or employees of either, or from any action or failure to act on the part of myself or the company, or the agents, servants or employees of either, while performing services for, at the behest of, under contract with or on the premises of Town of Colchester (municipality).

☐ Valid, current certificate of insurance is attached.

Date: _____ Print Name: _____

Witness: _____ Sign Name: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

| | | |
|----------|---|----------------|
| PRODUCER | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| INSURED | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: Travelers Casualty Ins Co Amer | NAIC # 1906 |
| | INSURER B: Travelers Casualty and Surety | 1903 |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 4.12.2016

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---------------------------------|--|--|---------------|-------------------------|-------------------------|--|--|
| A | GENERAL LIABILITY | | | | | | |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | <input checked="" type="checkbox"/> | 6807335N66A42 | 7/1/2014 | 7/1/2015 | EACH OCCURRENCE \$ 1,000,000 | |
| | | | 6807335N66A42 | 7/1/2015 | 7/1/2016 | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 | |
| | | | | | | MED EXP (Any one person) \$ 5,000 | |
| | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 | |
| | | | | | | GENERAL AGGREGATE \$ 2,000,000 | |
| | | | | | | PRODUCERS - COMPOV AGG \$ 2,000,000 | |
| | | | | | | | |
| | | | | | | | |
| B | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | |
| | AUTOMOBILE LIABILITY | | | | | | |
| | <input type="checkbox"/> ANY AUTO | | | | | | |
| | <input type="checkbox"/> ALL OWNED AUTOS | <input type="checkbox"/> SCHEDULED AUTOS | | | | | |
| | <input type="checkbox"/> HIRED AUTOS | <input type="checkbox"/> NON-OWNED AUTOS | | | | | |
| | UMBRELLA LIAB | <input type="checkbox"/> OCCUR | | | | | |
| | EXCESS LIAB | <input type="checkbox"/> CLAIMS-MADE | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | <input type="checkbox"/> Y/N | N/A | IAUB7335N960 | 7/1/2014 | 7/1/2015 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS \$ 500,000 |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | IAUB7335N960 | 7/1/2015 | 7/1/2016 | E.L. EACH ACCIDENT \$ 500,000 |
| DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 500,000 | |
| C | Professional Liability | | RTP0007545 | 4/8/2016 | 4/8/2017 | E.L. DISEASE - POLICY LIMIT \$ 500,000 | |
| | | | | | | Each Occurrence \$1,000,000 | |
| | | | | | | Aggregate \$2,000,000 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

(Optional) [Municipality name] is additional insured with regard to general liability as required by contract.

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|--|
| [Municipality name] [Municipality contact's email address] | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |

NOTICE TO PROCEED

To: _____
(CONTRACTOR)

Date of Issuance: _____

Project: _____

You are hereby notified to commence services in accordance with the Agreement dated, and you are to begin these services on _____ day of _____, 2025 for a period of 3 Year(s) with the contract ending on _____ day of _____, 2028.

Town of Colchester
(OWNER)

By: _____
Derek Mitchell
(Printed or Typed Name)

By: _____
(Signature)

Title: Parks & Recreation Department Assistant Director

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____,
(Name of CONTRACTOR)

this the ____ day of _____, 20____

By: _____
(Printed or Typed Name)

By: _____
(Signature)

Title: _____

STANDARD TERMS AND CONDITIONS

**TOWN OF COLCHESTER
STANDARD TERMS AND CONDITIONS – 10/31/2024**

- 1. Definitions.** Whenever the words defined in this section occur in this contract, they shall have the meanings herein given.

OWNER

The word "OWNER" shall mean the Town of Colchester, or any officer, or agent duly authorized to act for the Town of Colchester in the matter covered by the contract.

CONTRACTOR

The word "CONTRACTOR" shall mean the party hired by the OWNER and who has entered into this contract for the performance of the work required, or the officer or agent duly authorized to act for the CONTRACTOR in the performance of the work specified under this contract

- 2. Obligations and Liability of CONTRACTOR.** The CONTRACTOR shall do all the work and furnish all the materials, tools, and everything necessary or proper for performing and completing the work required by this contract, in the manner and within the time specified by the OWNER. The CONTRACTOR shall complete the entire work to the satisfaction of the OWNER, and at the prices agreed upon and contained in this agreement.

The CONTRACTOR shall coordinate his/her operations with those of any other CONTRACTORS who may be employed on other work of the OWNER, shall avoid interference with them, and shall cooperate in the arrangements for storage of materials.

The CONTRACTOR shall take all responsibility for the work done under this contract, for the protection of the work, and for preventing injuries to persons and damage to property associated with the work performed under this contract.

- 3. Supervision of Work.** At all times, the CONTRACTOR shall have competent employees on the work site, capable of thoroughly understanding and performing the services. At the OWNERS request the CONTRACTOR is to provide supervision of work when a quality of service area is identified and not immediately corrected by CONTRACTOR staff.
- 4. Indemnification.** The CONTRACTOR agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors, and employees (collectively, OWNER) against all claims, damages, loss, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CONTRACTOR's negligent acts or negligent performance of contractual services under this contract and that of its subcontractors or anyone directly or indirectly employed by the CONTRACTOR, or for whom the CONTRACTOR is legally liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations, or indemnity of Contractor.
- 5. Third Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- 6. Insurance.** Before starting and until acceptance of the work, the CONTRACTOR shall procure and maintain the following insurance requirements:

- A. The CONTRACTOR shall purchase and maintain a Comprehensive General Liability Insurance policy from a company licensed to do business in the State of Vermont. The Comprehensive General Liability Insurance policy shall be a standard form and shall include, in addition to premises/operation coverage, completed operations/products, and contractual coverage as per the indemnification clause of this Contract. The Town of Colchester shall be named as Additional Insured, such policy not to be cancelable except upon at least ten days' written notice to the Town of Colchester.
- B. The CONTRACTOR shall purchase and maintain a Comprehensive Automobile Liability Insurance policy insuring all owned automobiles as well as hired and non-owned automobiles. The Town of Colchester shall be named as Additional Insured, such policy not to be cancelable except upon at least ten days' written notice to the Town of Colchester.

- C. With respect to all operations performed under this contract the CONTRACTOR shall carry Workers Compensation Insurance in accordance with the laws of the State of Vermont, 21 V.S.A. Chapter 9. The CONTRACTOR shall also ensure that all subcontractors carry Workers Compensation Insurance in accordance with 21 V.S.A. Chapter 9 for all work performed by them. The Contractor shall indemnify and hold OWNER harmless from and against any and all claims for injury suffered by any employee or subcontractors' employee in the course of performance of this Contract.
- D. The Contractor will not be allowed on the job site until after said Contractor has filed a Certificate of Insurance with the OWNER for the insurance policies required herein. The Certificate filed must include coverages and limits as outlined below. The Certificates must show coverage to be in force prior to the date the Contractor is to move to the job site and must contain a provision that coverage afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the OWNER. It is the sole responsibility of the OWNER to review and approve the Certificates of Insurance.
- E. Pursuant to the provisions of 21 VSA § 601 (14), sole proprietors who are independent, with no employees and whose contract work is separate and distinct from that of the contracting entity, and performed pursuant to a written agreement affirming these facts, are exempt from carrying Workers' Compensation coverage. The Contractor shall indemnify and hold OWNER harmless from and against any and all claims for injury suffered by Contractor in the course of performance of this Contract. A hold harmless form indicating the qualifying Contractors intent to opt out of Workers' Compensation coverage shall be signed if applicable.
- F. When officers or members are excluded from Workers' Compensation Insurance, or if an LLC is wholly excluded from Workers' Compensation, a completed and signed Form 29 from the State of Vermont, Department of Labor is required.
- G. MINIMUM INSURANCE COVERAGES

Commercial General Liability
 \$1,000,000 Each Occurrence
 \$2,000,000 General Aggregate applying, in total, to this project only
 \$1,000,000 Products/Completed Operations Aggregate
 \$250,000 Fire Damage Legal Liability

Automobile Liability
 Bodily Injury \$1,000,000 Each Person
 Bodily Injury \$1,000,000 Each Occurrence
 Property Damage \$500,000 Each Occurrence
 OR
 Combined Single Limit \$1,500,000 Each Occurrence

Workers Compensation
 Statutory Limits

Employers' Liability
 \$500,000 Each Accident
 \$500,000 Disease – Each Employee
 \$500,000 Disease – Policy Limit

- 7. **No Employee Benefits For CONTRACTOR:** The CONTRACTOR understands that the Town will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to Town employees, nor will the Town withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The CONTRACTOR understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the CONTRACTOR, and information as to Agreement income will be provided by the Town to the Internal Revenue Service and the Vermont Department of Taxes.

- 8. Independence:** The CONTRACTOR will act in an independent capacity and not as officers or employee of the Town.
- 9. Compliance with Laws.** The Contractor shall keep itself fully informed of all existing and future State and National laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, the materials used in the work or the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or Contract for this Work, in relation to any such law, ordinance, regulation, order or decree, it shall forthwith report the same to the OWNER in writing. It shall at all times observe and comply with, and cause all its agents and employees to observe and comply with, all existing laws, ordinances, regulations, orders and decrees; and it shall protect and indemnify the OWNER, its officers, and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order or decree, whether by itself or its employees.
- 10. Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.
- 11. Disputes, Governing Law.** Any dispute arising out of or relating to this Contract, its termination, or the breach thereof, which is not resolved through negotiations or mediation, shall be resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and the laws of the State of Vermont, except that there shall be no right to discovery. The sole exception is that the parties may each take the deposition of one fact witness. There shall be no interrogatories, requests to produce, requests to admit, or dispositive motions, absent the permission of the arbitrator and only in circumstances where the requesting party demonstrates to the arbitrator's satisfaction a compelling need that cannot be readily adjudicated in the arbitration hearing. At the hearing, evidence shall be admissible if it is of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs, and the Vermont Rules of Evidence shall be inapplicable, except for the rules respecting privilege. In addition to other forms of relief, the arbitrator may grant injunctive relief. The decision of the arbitrator shall be final, conclusive, and binding on the parties, and the judgment on the award rendered by the arbitrator may be entered in the Vermont Superior Court, Civil Division, Chittenden Unit. Any such arbitration shall be held in Colchester, Vermont, or such other location as may be mutually agreed by the parties.

The parties shall share equally and pay the administrative costs and expenses of such mediation or arbitration as they are incurred, including but not limited to fees associated with the services of the American Arbitration Association and the mediator or arbitrator. Any costs associated with the development or presentation of either party's position shall be borne by the respective parties, including but not limited to attorney's fees, witness fees, and other such costs and expenses.

ACKNOWLEDGEMENT OF ARBITRATION: Each party understands that this Contract contains an agreement to arbitrate. After signing this Contract, each party understands that it will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, each party agrees to submit any dispute to an impartial arbitrator.

- 12. Not to Sublet or Assign.** The CONTRACTOR shall not assign, by power of attorney or otherwise, or sublet the work or any part thereof, without the previous consent of the OWNER.
- 13. Employ Competent Personnel.** The CONTRACTOR shall employ only competent personnel to do the work, and whenever the Director notifies the CONTRACTOR in writing that in his opinion any person on the work is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, or not employed in accordance with the provisions of this Contract, such person shall be discharged from the work and shall not again be employed on it, except with the consent of the Director or designee.
- 14. Contractor Employee Conduct .** The CONTRACTORS employees must adhere to the following; Smoking and smokeless tobacco use is prohibited within 25 feet of all entrances and exits to town buildings. Smoking and smokeless tobacco use is prohibited inside the Recreation Center. The introduction or use of intoxicating substances, including but not limited to alcohol and drugs is prohibited at all times onsite.

- 15. Contractor Employee Attire.** The CONTRACTORS employees shall dress and remain dressed in a presentable fashion. Inappropriate dress includes, but is not limited to, bare chest (no shirt), attire with vulgar expressions/gestures. The OWNER shall have the right to request the immediate removal from its premises of any CONTRACTOR employee if they are not in compliance with any specifications herein.
- 16. Damage made by Contractor.** Damage caused to the Recreation Center building as a result of incorrect performance of work shall be remedied at the expense of the CONTRACTOR. The CONTRACTOR shall inspect all areas for existing damages prior to conducting any work activity in the assigned spaces. Observed damage shall be documented to the OWNER prior to beginning any Services.
- 17. Safety of Contractor Employees.** CONTRACTOR employees shall wear proper Personal Protection Equipment, when necessary and appropriate to the task. To be provided by the CONTRACTOR.
- 18. Billing.** The OWNER shall pay monthly to the CONTRACTOR for services rendered each month. After the completion of the Service the CONTRACTOR is to produce and send the invoice within 30 calendar days. The Town's fiscal year ends June 30th. For all work completed prior to the end of the fiscal year, the CONTRACTOR shall submit an invoice to the OWNER by August 1 following the fiscal year.
- Payment to CONTRACTOR is due and will be sent by mailed check, within 30 days after the invoice is received and the work is approved by the OWNER. The CONTRACTOR shall not create terms for late payments via invoice or statement, unless such terms were agreed to as part of the contract between the OWNER and the CONTRACTOR.
- 19. Liability of OWNER.** No person, firm or corporation, other than the signer of this Contract as Contractor, now has any interest hereunder; no claim shall be made or be valid; and neither the OWNER nor any agent of the OWNER shall be liable for or be held to pay any money, except as herein provided. The Billing by the Contractor, in the form of payment shall be a release to the OWNER and every agent of the OWNER from all claims and liability to the Contractor for anything done or furnished for or relating to the work or for any act or neglect of the OWNER or of any person relating to or affecting the work.
- 20. Guarantee.** The CONTRACTOR guarantees that the work to be done under this contract, and the services performed including the materials and equipment used in the work shall be free from defects or flaws. This guarantee shall remain in its entirety for life of the contract, a three (3) year period. The CONTRACTOR shall repair or replace as required, promptly and without charge, materials and equipment, or parts thereof, which fail to meet the above guarantee during the contract term.
- 21. Termination of Convenience.** The OWNER may at any time terminate the contract for its convenience. The CONTRACTOR shall be entitled to payment for work completed and reasonable expenses incurred.
- 22. Termination for Cause.** The OWNER may terminate this Contract at any time if the CONTRACTOR fails to meet the requirements of the work or these Standard Terms and Conditions, and may by contract or otherwise complete the work and charge the entire expense of so completing the work or part thereof to the CONTRACTOR. The CONTRACTOR will not be entitled to further payment until the work is completed. This obligation survives the termination of the original contract.
- 23. No Personal Liability of Public Officials.** It being understood that in all such matters relative to the Contract that they act solely as agents and representatives of the Town, neither the Director of Parks & Recreation, Superintendent of Parks & Facilities, Superintendent of Recreation, Recreation Center Manager, Parks Manager, or their authorized representatives shall be liable, either personally or as officials of the Town, for their actions pursuant to authority granted to them by the Contract.
- 24. Severability.** The provisions of this Contract are severable and if a court of competent jurisdiction holds any portion of this Contract unconstitutional or invalid, the remainder of this Contract shall not be affected and shall remain in full force and effect.
- 25. Protection of the Public.** The contractor shall be responsible for the protection of the public, users, members and staff from hazards related to the Services of this Contract.

END OF STANDARD TERMS & CONDITIONS