

**Newmarket School District
186A Main Street
Newmarket, NH 03857
603-659-5020**

Request for Proposals

Custodial Services

Proposal Due Date: June 8, 2021, 3:00 pm

**Mandatory Vendor Conference: June 1, 2021, 3:30 pm
Newmarket Junior Senior High School
213 South Main St. Newmarket, NH 03857**

Sealed proposals marked “*Sealed Custodial Services Proposal*” must be submitted no later than Tuesday, June 8, 2021 at 3:00 pm to Janna Mellon, Business Administrator, Newmarket School District, 186A Main Street, Newmarket, NH 03857. Faxed and emailed proposals will not be accepted.

The Newmarket School District reserves the right to accept or reject any and all bids or proposals received or any parts thereof for any reason whatsoever, to waive any informalities in any bid or proposal or in any provision in the request for bids or proposals, to negotiate with any or all proposers, to require a modification of the RFP at any time, and to select the proposer whom, the District, in its sole discretion determines is in the best interests of the District even though the proposer may not submit the lowest bid or proposal. Under no circumstances will the District be responsible for the cost of preparing any bid or proposal.

All bids are governmental records subject to public disclosure under the Right-to-Know Law. The District will not accept bids marked confidential in whole or in part.

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Proposals will be publicly opened at the School Administration Office located at 186A Main Street, Newmarket, New Hampshire. The contents of all proposals will be open to inspection by interested parties at the time of opening or by appointment thereafter.

Newmarket School District Request for Proposals

The Newmarket School District (the “District”) is soliciting proposals from qualified Vendors to provide daily custodial services, for a period of a minimum of six (6) months, commencing on July 1, 2021. The District is requesting six (6) custodial technicians, 8 hours per day, M-F. No services required on the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The District may also need custodial services in emergencies outside of regularly scheduled hours.

The Newmarket School District is a K-12 public school system, serving approximately 1,100 students with one Elementary School and one Junior Senior High School. Services will be provided at the Junior Senior High School.

Cleaning services to be provided as follows:

A. SPECIFIC PROVISIONS

1. DAILY CUSTODIAL SERVICES

Class Rooms: Services to be performed five nights per week.

- To include all classrooms, science labs, reading rooms, and resource rooms.
- Containers for waste materials will be emptied and waste taken to disposal.
- Window ledges and sills will be dusted.
- Chairs must be on top of desk.
- Tile floor will be dust mopped.
- Tile floor will be wet mopped.
- Carpeting will be vacuumed.
- Do not dust or wipe the whiteboards and teachers’ desk.
- Wipe all students desk and counter tops.
- Wipe all door handles.
- Fixtures/sinks in labs will be cleaned.
- Do not clean/wipe any plexi glass on the desk.
- Do not touch the band equipment, computers in PC lab, and art in the art room.
- Electrostatic Spray will be used after cleaning for each classroom: desks, chairs, touchpoints.
- Lights will be turned off as directed.

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- Doors will be secured upon completion of work.

Library:

- Containers for waste materials will be emptied and waste taken to disposal.
- Window ledges and sills will be dusted.
- Carpeting will be vacuumed.
- Do not wipe book shelves.
- Electrostatic Spray will be used after cleaning all touch points.

Offices:

- Containers for waste materials will be emptied and waste taken to disposal.
- Window ledges and sills will be dusted.
- Carpeting will be vacuumed.
- Electrostatic Spray will be used after cleaning for all touch points.

Gym:

- Containers for waste materials will be emptied and waste taken to disposal.
- Use walk behind auto scrubber machine on gym floor.
- Wipe door handles
- Clean moving glass for fingerprints and smudges
- Electrostatic Spray will be used after cleaning for all touch points.
- **1x week:** dust the top of mats on the walls
- When asked mop floor mats.

Locker rooms:

- Containers for waste materials will be emptied and waste taken to disposal.
- Tile floor will be dust mopped.
- Tile floor will be wet mopped.
- Tops of lockers will be dusted.
- Benches will be wiped clean.
- Electrostatic Spray will be used after cleaning for all touch points.

Cafeteria:

- Containers for waste materials will be emptied and waste taken to disposal.
- Tile floor will be dust mopped.
- Tile floor will be wet mopped.
- Can use walk behind auto scrubber.
- Electrostatic Spray will be used after cleaning for all touch points.

Weight Room:

- Containers for waste materials will be emptied and waste taken to disposal.

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- Tile floor will be dust mopped.
- Tile floor will be wet mopped.
- Do not clean/wipe any machines or weights.
- Electrostatic Spray will be used after cleaning for all touch points.

Corridors, Entrances and Stairwells:

- Services to be performed five nights per week.
- Drinking fountains will be cleaned with disinfectant.
- Carpeting/walk off mats will be vacuumed.
- Use walk behind auto scrubber for floors.
- 1x week: dust the tops of lockers.
- Glass in entrances to be spot cleaned daily to remove fingerprints and smudges.

Bathrooms:

- Services to be performed five nights per week.
- Containers for waste materials will be emptied and waste taken to disposal.
- Mirrors will be cleaned for finger prints and smudges.
- Sinks will be cleaned with disinfectant.
- Counter tops will be cleaned with disinfectant.
- Surfaces of toilets and urinals will be thoroughly cleaned with disinfectant.
- Fixtures will be cleaned.
- Floors will be swept.
- Floors will be wet mopped.
- Dispensers will be cleaned.
- Dispensing units such as towels, toilet tissue, and soap containers will be refilled from the District's stock.
- All repair items will be reported to the Facility Services Manager.

2. CLEANING SUPPLIES AND EQUIPMENT

- a. The Newmarket School District shall provide all cleaning supplies, paper goods and equipment.
- b. Training on the use of existing equipment, if needed, shall be provided to Vendor's lead representative; Vendor's representative shall provide training to all custodial staff including training on use of cleaning supplies, chemicals, equipment, accident prevention, asbestos awareness, blood borne pathogens, and other safety hazards. Vendor shall document all training and provide the records to the District upon request.

3. MANDATORY VENDOR CONFERENCE

Prospective Vendors are invited to attend the Vendor Conference on Tuesday, June 1, 2021 at 3:30 pm at the Newmarket Junior Senior High School. At this meeting, the Facilities Director or his/her representative(s) will respond to written and/or oral questions if the information is available.

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4. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn prior to the time established for the Opening of Proposals only on written request to the Business Administrator. No Vendor shall withdraw a proposal within a period of sixty (60) days after the date set for the Opening of Proposals.

5. RFP DOCUMENTS

The documents comprising this RFP and any Addenda Provisions that may have been issued will be incorporated into the contract.

B. GENERAL PROVISIONS

1. The Newmarket School District shall make a good faith effort to negotiate a contract incorporating the requirements of this RFP with the selected Vendor. If a contract cannot be reached to the District's satisfaction, the District reserves the right to terminate negotiations with no obligation to the apparently selected Vendor and to enter into a contract with any other Vendor of its choosing.
2. Awarding of the contract by the School Board will be within forty five (45) days from the proposal opening.
3. All proposals must be submitted on the forms attached, sealed, labeled, "Sealed Custodial Services Proposal" and delivered to Janna Mellon, Business Administrator, SAU Office, 186A Main Street, Newmarket, NH 03857 on or before 3:00 pm, **Tuesday, June 8, 2021.**
4. All proposers shall submit, with their proposals, evidence from an insurance or surety company, licensed to do business in the State of New Hampshire.
5. To the maximum extent permitted by law, the Vendor shall, at its own expense, defend, indemnify and hold harmless the Newmarket School District, School Board, SAU and their respective officials, agents, employees, and volunteers from any and all claims, including but not limited to, any and claims for personal injury, debt and property damage which may, in any way, arise from or out of the operations of the Vendor pursuant to the terms of the Agreement, whether such operations be performed by the Vendor itself, or anyone directly or indirectly employed by it or any other person or company retained in any way by it to carry on all or a portion of the operations necessary to abide by the terms of the Agreement.
6. Certificates of insurance and policy endorsements shall be filed with the SAU #31 Office prior to the effective date of the Agreement and shall be subject to approval by SAU #31 and its insurance carrier for adequacy of protection. The Vendor shall file updated insurance certificates as coverage becomes effective. Insurance shall not be cancelable without thirty (30) days prior written notice to the District. The District is to be named as an additional insured. The Vendor agrees to maintain insurance in the following **minimum** amounts:

Workman's Comp Insurance - As required by law

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Liability Insurance-

General Liability - (Vendor's) \$1,000,000 Occurrence/ 3,000,000 General Aggregate

Umbrella Liability – (Vendor's) \$2,000,000 Occurrence/ 2,000,000 General Aggregate
With no exclusions for sexual abuse or misconduct.

Certification of insurance acceptable to the District shall be prior to the commencement of work and not later than fifteen (15) calendar days from notice of contract award. Insurance shall remain enforce during the full term of the contract.

During the term of the Agreement, the Vendor agrees to maintain Workmen's Compensation insurance on all employees engaged in the performance of the Agreement.

7. The Vendor shall, at all times, employ and maintain adequate staff for consistent and efficient operation of services specified under the Agreement. The Vendor shall also provide sufficient backup in times of staff shortages due to vacations, illnesses and inclement weather.
8. The Vendor shall keep full and accurate records in connection with the services provided by it under the Agreement.
9. The terms, conditions, representations, and warranties contained in the Agreement shall survive the termination or expiration of the Agreement.
10. Neither party may assign or subcontract any of its rights or obligations under the Agreement in whole or in part. Any attempted assignment under the Agreement shall be void and of no effect.
11. The District reserves the right, at any time during the term of the Agreement, and after consultation with the Vendor, to cancel said Agreement when the terms of the Agreement have been violated. The District shall have the right to declare the Vendor in default if (a) the Vendor becomes insolvent; (b) the Vendor makes an assignment for the benefit of creditors; (c) a voluntary or involuntary petition of bankruptcy is filed by or against the Vendor; or (d) the Vendor is unable to provide evidence of required insurance coverage as set forth below. If the Vendor is declared in default for any reason, the District shall have the right to terminate the Agreement. In the event of a contractual termination, the District reserves the right to employ another Vendor to complete the term of the Agreement. The original Vendor shall be responsible for any extra or additional expense or damages suffered by the District. In that event, the Vendor will be required to indemnify the District for any loss that may be sustained.
12. The District also reserves the right to terminate the Agreement for its convenience by providing Vendor thirty (30) days written notice.
13. Any termination of the Agreement by the District shall be without cost or penalty to the District. The District shall be liable to pay the Vendor only such amounts as are due of the date of termination.
14. The Agreement will include a liquidated damage provision in recognition of the expense and difficulties in proving the actual loss suffered by the District if the Vendor does not perform the services specified or comply with the conditions of the Agreement by, for example, not providing the

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required number custodial service staff. Accordingly, instead of requiring such proof, the Vendor will be required to pay the District the sum of the daily rate of the annual awarded contract for each violation of the contract. The liquidated damages shall be deducted from the District's next payment to the Vendor.

15. Any notice required under the Agreement shall be in writing and may either be given by personal delivery or sent by certified mail.
16. The Agreement, and all matter or issued collateral to it, shall be governed by, and construed in accordance with the law of the State of New Hampshire. If any provision of the Agreement, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the Agreement or the validity or enforceability of the Agreement.
17. In the event either party is unable to perform its obligations under the Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, governmental action, epidemic or any other emergency or condition or cause beyond the party's control (except strikes), the party's performance under the Agreement shall be excused.
18. The Vendor and its employees shall comply with all applicable federal, state and local laws and regulations.

C. STAFF

The Vendor shall be required to provide custodial service staff who possess the following qualifications prior to the appointment:

1. The Vendor agrees to be fully compliant with RSA 189:13-a and District policies on background investigations and criminal history records checks. Any fees incurred for completion of the background investigation and criminal history records check for the employees will be the Vendor's sole responsibility.
2. All custodial service shall be careful, courteous, of good health and reputable character, and must be capable of maintaining good public relations with students, parents, and the public.
3. All of the Vendor's employees furnishing services under the Agreement shall be deemed employees solely of the Vendor and shall not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, the Board and/or District. Vendor shall perform all services as an independent contractor and shall discharge all its liabilities as such. No acts performed or representations, whether oral or written, made by the Vendor with respect to third parties shall be binding upon the District.
4. If any employee of the Vendor shows evidence of intoxication or other unacceptable behavior, the Vendor shall immediately remove the employee from his or her duties and shall take appropriate follow-up disciplinary or administrative action.
5. The Vendor agrees that persons working for or on behalf of Vendor whose duties bring them upon the District's premises shall obey the rules and regulations that are established by the District and shall comply with the reasonable directions of the District's officers and/or agents.

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- (a) The Vendor shall be responsible for all damages to persons, any damage that it, or any of its employees or agents, may cause to the District premises or equipment; on Vendor's failure to do so, the Board may repair such damage and Vendor shall reimburse the District promptly for the cost of repairs at a reasonable and prudent cost. If the Vendor fails to pay the District within fifteen (15) days, the District may deduct this amount from any payments due to the Vendor.
 - (b) The Vendor shall perform the services contemplated in the Agreement without interfering in any way with the activities of the District's faculty, pupils, staff, or visitors.
 - (c) If the Vendor knows or should have known that a custodial service provider assigned by the Vendor to perform services under the Agreement is charged and/or convicted of crime, the Vendor shall notify the Superintendent in writing within twenty-four (24) hours of the charge and/or conviction and specify the name of the staff member, date of violation or crime, and nature of the violation or crime.
6. The Vendor shall be required to furnish to the Superintendent or designee, prior to the annual opening of school, and thereafter before the employment, the following information:
 - a. Name of Custodian
 - b. Residence Address
 - c. Telephone Number
7. Custodial service providers shall not use any tobacco or alcohol products or illegal substances while on District grounds or in District facilities.
8. The District shall have the right to require the Vendor to remove a custodian when the District determines it is in the District's best interest.
9. The District's expectation is that Vendor will assign the same individuals to provide services for the District.
10. The Vendor shall not use employees of temporary employment agencies, but actual employees of the Vendor.

D. SUBMITTAL REQUIREMENTS

1. Description of business including number of years in operation.
2. Describe the Vendor's qualifications to provide custodial services including but not limited to certifications, licenses, training, and knowledge of safety standards.
3. List of contracts for the past five (5) years.
4. At least five (5) business references.
5. Detail the current minimum wage and benefits package the Vendor provides to its custodians.
6. Detail any litigation, mediations, or arbitrations for the past five (5) years including the other party, attorneys involved (if any), and disposition.

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CUSTODIAL SERVICES BID FORM

(This form becomes Schedule A upon signature of a contact)

The undersigned agrees to furnish Custodial Services as described in the Specifications for Custodial Services at the following Costs:

Type of Service	Cost (\$)
Monthly Service as described above	
Hourly service (per employee) for possible additional services	

Name of Vendor: _____

Address: _____

Contact Person: _____

Telephone: _____

Enclosed are:

- _____ List of Contracts for Past 5 Years
- _____ Description of Business and Vendor Qualifications
- _____ Business References (at least 5)
- _____ State of Current Minimum Wage and Benefits Package for Custodians
- _____ Details of Litigation, Mediations, Arbitrations within past 5 years

AUTHORIZED NAME: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

This Bid Form and the above stated Enclosures should be submitted in a **sealed envelope**, addressed as follows: "Sealed Custodial Services Proposal" to Janna Mellon, Business Administrator, Newmarket School District SAU #31, 186A Main Street, Newmarket, NH 03857, on or before Tuesday June 8, 2021 at 3:00 p.m.