



TOWN OF ORLEANS

19 SCHOOL ROAD ORLEANS MASSACHUSETTS 02653-3699

Telephone (508) 240-3700 – Fax (508) 240-3703

www.town.orleans.ma.us

SELECT
BOARD

TOWN
ADMINISTRATOR

TOWN OF ORLEANS INVITATION FOR BIDS SEASONAL RESTROOMS CLEANING 2022-2024

The Orleans Town Administrator is soliciting sealed bids from interested contractors for seasonal restrooms cleaning services at various locations in the Town of Orleans (hereinafter the TOWN). The duration of the contract may potentially be for three (3) seasons 2022-2024, subject to an annual review by the Town. All bids will be accepted in sealed envelopes clearly marked **“Bid: 2022 Seasonal Restrooms Cleaning”** at the office of the Town Administrator, Town Hall, 19 School Rd, Orleans Massachusetts 02653 until **3:00 p.m. prevailing time on Thursday, March 17, 2022**. If Town of Orleans Offices are closed due to **inclement weather conditions** on the due date of the bid, the bid opening date and time will automatically change to the next business day that the Town Hall is opened. Late bids will not be considered and will be returned unopened to the sender.

Bidding documents in electronic format will be available after 9:00 A.M on Wednesday, February 16, 2022 by registering at www.town.orleans.ma.us/bids or may be examined and/or obtained at the office of the Town Administrator, Town Hall, 19 School Rd, Orleans, MA 02653 during regular business hours, 8:30 am to 4:30 pm Monday thru Friday. If you have any questions, please contact Michaela Miteva, Licensing & Procurement Agent at (508)240-3700 x 2415 or email mmiteva@town.orleans.ma.us.

A non-mandatory pre-bid meeting will be held at 10:00am on March 8, 2022 at Orleans Town Hall Skaket Room, followed by site visits.

Bidders may not withdraw their bids for a period of 60 calendar days after the actual bid opening date.

The bidding and award of this project will be under the provisions of M.G.L. Chapter 30B. Part of this bid are the Sample Contract and Forms A, B, C, D, E & F.

The Awarding Authority reserves the right to reject any and all bids, to waive any informality in the bidding and to make an award as may be determined to be in the best interests of the Town. The contract award will be contingent on a successful CORI of all persons involved with this project.

John F. Kelly
Town Administrator

TOWN OF ORLEANS
INVITATION FOR BIDS
SEASONAL RESTROOMS CLEANING AND MAINTENANCE

SECTION A – GENERAL INFORMATION FOR BIDDERS

1.0 INTENT, RECEIPT AND OPENING OF BIDS

- 1.1 The Town of Orleans, acting under the authority of the Town Administrator or said designee, hereinafter referred to as the Awarding Authority, will receive sealed bids from interested bidders to provide cleaning and maintenance services for seasonal restrooms at various locations for the 2022 season, beginning the Friday before Memorial Day (May 27, 2022) and continuing through Columbus Day (October 10, 2022). The Town reserves the right to extend the contract annually for two additional seasons (2023 & 2024) also beginning the Friday before Memorial Day and continuing through Columbus Day.
- 1.2 Such bids, addressed to the Office of the Town Administrator, 19 School Rd, Orleans, MA 02653, must be received in sealed envelopes, clearly marked: **“Bid: 2022 Seasonal Restrooms Cleaning”**, and received no later than 3:00 PM prevailing time on Thursday, March 17, 2022 at which time they will be publicly opened and read.
- 1.3 Bids received after the time and date established herein for the opening of bids shall not be accepted or considered, regardless of the cause for delay in the receipt of such bid(s) and will be returned unopened to the sender.
- 1.4 If Town of Orleans Offices are closed due to an **inclement weather conditions** on the due date of the bid, the bid opening date will automatically change to the next business day that the town offices are opened.

2.0 BID FORM

- 2.1 Each bidder must submit the following forms which are included in this bid package:

FORM A – BID PRICE QUOTE FORM
FORM B - CERTIFICATE OF NON-COLLUSION
FORM C - STATEMENT OF TAX COMPLIANCE
FORM D - ACKNOWLEDGEMENT OF PRINCIPAL.

- 2.2 Bid forms must be completed in ink or by typewriter. The bid price for each item on the form shall be stated in figures. Discrepancies between the indicated sum of any column(s) and the correct sum of any column(s) will be resolved in favor of the correct sum. All bid forms must be signed by an officer of the company authorized to enter into contracts.

3.0 COMPARISON/AWARD OF BIDS

3.1 Bids will be compared on the basis of the amount of proposed cost to the Town. The Town reserves the right to award the bid for one (1) cleaning per day. An award decision will be made in the best interests of the Town and using these additional criteria:

- a) Compliance with these specifications.
- b) Proposed bidder complying with Specifications Requirements, and
- c) The bidder with previous successful municipal work experience.

3.2 The Town Administrator reserves the right to award this bid to one vendor capable of performing all work associated within this bid specification.

3.3 The bidding and award of this project are governed under the provisions of M.G.L. Chapter 30B.

3.4 Part of this bid are the Sample Contract and Forms A, B, C & D.

3.5 The bidder to whom this contract is awarded will be required to execute an Agreement within ten (10) business days from the date when the Notice of Intent to Award is received.

3.6 A bid award will be made within 30 days of the bid opening.

4.0 WITHDRAWAL OF BIDS

4.1 Any bid may be withdrawn prior to the opening of bids. However, bidders may not withdraw or modify their bid for a period of sixty (60) days following the opening of bids.

5.0 ADDENDA AND INTERPRETATIONS

5.1 All questions by prospective bidders as to any information contained within the Non-Technical specifications of this bid package shall be directed to Michaela Miteva, Procurement and Licensing Agent in writing at mmiteva@town.orleans.ma.us. Any addendum to this bid will be sent by mail or email to all bidders who registered at www.town.orleans.ma.us for the specifications.

6.0 EXAMINATION

6.1 By submitting a bid, the bidder warrants that they have thoroughly examined the specifications, locations to be cleaned and is fully acquainted with all conditions and restrictions pertaining to the bid items. No claim for any extra work or extension of time will be allowed for failure to observe this requirement. Conditional bids will not be accepted.

- 6.2. A non-mandatory pre-bid meeting will be held at 10:00am on March 8, 2022 at Orleans Town Hall Skaket Room, followed by site visits. Please contact Ron Collins, Buildings and Facilities Manager at 508-240-3790 with any questions.

7.0 ABILITY AND EXPERIENCE

- 7.1 The Awarding Authority will not award a bid to any bidder who cannot furnish satisfactory evidence of their ability to execute the scope of work or deliver any material or equipment under this bid.
- 7.2 The Awarding Authority may make such investigation as it deems necessary to determine the above and a bidder shall furnish any information requested in this regard and shall furnish the same under oath if required.

8.0 RIGHTS OF THE AWARDING AUTHORITY

- 8.1 The Awarding Authority may reject any bids that are incomplete, conditional, or obscure or that contain additions or erasures that are not initialed or other such irregularities.
- 8.2 The Awarding Authority reserves the right to reject any and all bids, to waive any informality in the bidding and to make an award as may be determined to be in the best interests of the Town. The contract award will be contingent on a successful CORI of all staff involved with this project.

9.0 TAXES

- 9.1 Materials purchased by the Contractor for use in accordance with these specifications are exempt from Massachusetts Sales Tax. The Town will provide the tax-exempt number.
- 9.2 The Contractor shall pay all other applicable federal and state taxes.

10.0 AGREEMENT DOCUMENTS

- 10.1 The Sample Agreement, the Invitation for Bids specifications, the Bid Response with Forms A, B, C & D, E any and all addenda and the Insurance Certificate shall form the Agreement between the Town and the successful bidder, and the provisions thereof shall be binding upon the signatures of the parties hereto. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the contract documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

11.0 DEFINITIONS

11.1 The following terms as used in this Section are respectively defined as follows:

- a. "Contractor or Successful Bidder": An individual, partnership, firm or corporation with whom this Agreement is made by the Town.
- b. "Town or Awarding Authority" shall mean the Town of Orleans, MA, acting through its Town Administrator.

12.0 CONTRACTOR RECORDS

12.1 The Contractor shall retain their records for at least six (6) years after final payment under the Agreement between the parties. During this period, the Town, the Inspector or Attorney General or any authorized representative of the Town shall have the right to inspect these records.

14.0 CONFLICTING SPECIFICATIONS

14.1 Wherever a conflict exists between these Specifications and Massachusetts laws, rules or regulations, said laws, rules or regulations of Massachusetts shall prevail.

14.2 Each bidder's attention is directed to the fact that all applicable Federal, State and municipal laws, rules, regulations and by-laws shall apply to these Specifications and subsequent Agreement as though they were written out and attached herein.

15.0 MATERIALS, SERVICES AND FACILITIES

15.1 It is understood that, except as otherwise specifically stated in these documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, power, transportation, etc. necessary to execute, complete and deliver the work within the specified time. Any work necessary to be performed after regular hours, on Sundays, or Legal Holidays, shall be performed without additional expense to the Town.

16.0 CONTRACTOR'S OBLIGATION

16.1 The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the directions of the Town as given from time to time during the progress of the work. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to satisfaction of the Town.

17.0 TOWN'S OBLIGATION

17.1 The Town shall supply all paper towels, toilet paper, hand soap bags, basic cleaning supplies, and trash bags. Said materials shall be located in a secure location which the Contractor shall be supplied a key. The Contractor shall record daily the distribution of said materials to which restroom locations.

18.0 PROTECTION OF WORK AND PROPERTY

18.1 The Contractor shall at all times safely guard the Town's property from injury or loss in connection with this contract. The Contractor shall at all times safely guard and protect the Contractor's own work, and that of adjacent property, from damage. The Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in the contract or by the Town, or the Contractor's duly authorized representative.

18.2 In case of an emergency that threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Town, in a diligent manner. The Contractor shall also notify the Town immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Town for approval. Where the Contractor has not taken action but notified the Town of an emergency threatening injury to persons or damage to the work or any adjoining property, the Contractor shall act as instructed or authorized by the Town.

18.3 The Contractor shall assume full responsibility for the following:

- a. To transport the Contractor's apparatus, materials, supplies, Town provided supplies and equipment to and from the site of the work and will not unduly interfere with the progress of the Town's work, the work of any other contractor, or the general public.
- b. To provide suitable storage facilities for all materials which are liable to injury by exposure to weather, theft, breakage or otherwise;
- c. To clean up and remove frequently all refuse, rubbish, scrap materials, and debris caused by the Contractor's operations, to the end that at all times the facilities and general surroundings shall present a neat, orderly and workmanlike appearance;
- d. To provide Town with a list of all Contractor supplied cleaning chemicals along with the MSDS (Material Safety Data Sheets).

19.0 CONTRACTOR'S TITLE TO MATERIALS

19.1 No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. Upon submission of a request for payment, the Contractor warrants that they have good title to all materials and supplies used in their work, free from all liens, claims or encumbrances.

20.0 INSPECTION OF MATERIALS AND WORKMANSHIP

20.1 All materials and workmanship used pursuant to these specifications shall be subject to inspection by the Town. Any material or workmanship not meeting specification or deemed acceptable by the Town shall be corrected, replaced or repaired at the Contractor's expense. All Contractor supplied cleaning chemicals must be approved by the Town prior to being used for cleaning and sanitation in the restrooms.

21.0 WAIVER

21.1 Neither the inspection by the Town or its agents, nor any act or deed done by the Town other than an express waiver shall operate as a waiver of any provision of this Agreement, nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach. Any remedy provided in this Agreement shall be taken and construed as cumulative, that is, in addition to any other remedy herein provided.

22.0 RESPONSIBILITY FOR WORK

22.1 The Contractor shall take all responsibility for the work and take all precautions for preventing injuries to persons and property in or about the Work. The Work shall be entirely at the Contractor's risk until the same is fully completed and accepted, and the Contractor will be held liable to an amount not less than the Owner's interest in the same as shown by payments on account.

23.0 LAWS AND REGULATIONS

23.1 The Contractor shall keep himself fully informed of all State and National laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the Work or in any way affecting the conduct of the work, and of all such orders and authority over the same. If any discrepancy or inconsistency is discovered in these Specifications, or Contracts for the Work in relation to such laws, ordinances, regulations, orders or decrees, the Contractor shall forthwith report the same to the Town in writing. The Contractor shall at all times observe and comply with and shall cause all the Contractor's agents and employees to observe and comply with all such laws, ordinances, regulations, orders and decrees and shall protect and indemnify the Town and its officers and agents and servants against any claim or liability arising from or based on the violation of such laws, ordinances, regulations, orders, or decrees whether by himself or the Contractor's employees.

24.0 CONTRACTOR'S INSURANCE

24.1 Insurances:

The winning bidder shall maintain such insurance as will protect it from claims under the worker's compensation acts and claims for bodily injury, death, or property damage which

may arise from the performance of its service under the proposed Contract. The bidder shall maintain, as a minimum, the following insurance coverage:

Insurance. The Contractor shall carry and maintain in effect during the entire currency of the contract, at the Contractor's own expense, the following kinds and minimum amounts of insurance in a company or companies approved by the Town of Orleans. Such insurance shall cover claims and suits which arise out of or result from the Contractor's execution of the contract work whether such execution by the Contractor himself or by any Subcontractor.

1) X Worker's Compensation as required by the Worker's Compensation Laws of the Commonwealth of Massachusetts and, in conjunction therewith, Employer's Liability with a minimum limit as required by statute.

2) X "Broad Form" Comprehensive General Liability including, but not limited to, Bodily Injury, Personal Injury and Property damage Liability, Full Contractual Liability and liability arising from Explosion, Collapse and Underground Damage and all other applicable insurance necessary to carry out the contractual obligation to proceed under the contract. Minimum limit of liability \$1,000,000.00

3) X Automobile Bodily Injury and Property Damage Liability for all owned, non-owned and hired automobiles operated in connection with the performance of the contract. Minimum limits of liability: Single limits of Property Damage and Bodily Injury \$ \$1,000,000.

The Town requires that the successful bidder submit a certificate of insurance in the amounts specified above. The contract will not be effective and the Town will not authorize or pay for any services performed prior to contract signing. No contract will be signed until the correct certificate of insurance is received.

The Town further requires that all certificates name the Town as an "Additional Insured." With the exception of Worker's Compensation and Automobile Liability, the Town will not accept being named as "Certificate Holder" only. Please be aware that there may be a charge for this type of policy, so check with your insurance agent prior to bid submission.

Proof of Worker's Compensation Insurance coverage must be provided prior to signing of a contract with the successful bidder.

SECTION B – TECHNICAL SPECIFICATIONS

The Town of Orleans seeks proposals from interested bidders to provide cleaning and maintenance services for permanent restrooms at various Town locations. **The term of this agreement shall be for the 2022 season, beginning the Friday before Memorial Day (May 27, 2022) and continuing through Columbus Day (October 10, 2022). The Town reserves the right to extend the contract annually for two additional seasons (2023, 2024) also beginning the Friday before Memorial Day and continuing through Columbus Day.** Specifications of the services to be performed are shown below.

A. RESTROOM LOCATIONS

1. The Town of Orleans has a total of eleven (5) permanent restrooms, located throughout the Town. The restroom locations to be cleaned are:

Nauset Beach*
44 Main Street
Pilgrim Lake

Skaket Beach
Eldredge Field Band Shell

**Due to the close proximity of the Nauset Beach Administration Building to the North Atlantic, there is a distinct possibility that the building may not survive the 2022 Season. The Town will make a decision on or about 4/1/22 or every April 1st thereafter on whether or not the building will be demolished and removed.*

2. The successful contractor shall clean, stock and maintain the rest rooms every day of each year of the potential three (3) year agreement, commencing the Friday before Memorial Day weekend up to and including Columbus Day.
3. Signage will be posted by the Town noting the daily scheduled cleaning times.
4. The Town reserves the right to award the bid for one (1) cleaning per day. An award decision will be made in the best interests of the Town.
 - 4.1. One (1) cleaning/day: First cleaning of the restrooms beginning the time listed below, in the following order:
 - 1) 44 Main St. (Commence cleaning after 8:00 PM)
 - 2) Pilgrim Lake (Commence cleaning after 5:00 PM)
 - 3) Skaket Beach (Commence cleaning after 5:00 PM)
 - 4) Nauset Beach (Commence cleaning after 5:00 PM)
 - 5) Eldredge Field – Non-Game Night: (Commence cleaning after 4:00 PM)
 - 6) Eldredge Field – Game Night: (Commence cleaning after 11:00 PM or the following morning by 7:30 AM)

5. The daily cleanings, stocking and maintenance of the restrooms consist of the following:
 - a. Disinfecting wiping all interior walls, partition surfaces, floors, toilets, urinals, sinks, trash containers, and personal hygiene product receptacles with water, detergents and disinfectants to the satisfaction of or at the direction of the Town.
 - b. Dust horizontal surfaces, such as sills, moldings, ledges, frames, etc. to the satisfaction of or at the direction of the Town.
 - c. Inspect and where necessary dry mop walls and ceiling to remove dust and cobwebs.
 - d. Refill soap, toilet paper and paper towel dispensers.
 - e. Contractor shall remove any trash items from toilets and urinals.
 - f. The Contractor shall undertake due diligence to clear any plugged sinks, urinals, and toilets.
 - g. The Orleans DPW will be notified in the event of a serious plumbing obstruction or other facility related issue during normal working hours unless the issue can cause damage or injury to people or property and if so the Orleans DPW will be called immediately.
 - h. Upon inspection by town if it is found the cleaning did not meet the towns' guidelines the contractor will be required to return within one hour of notification at their own expense to perform cleaning again.
 - i. Material Safety Data Sheets (MSDS) must be provided to the Town for all products used to clean the restrooms during the length of the contract.
 - j. Emptying of trash receptacles and the pick-up of trash or waste material in and around the restroom. These sites which do not have an exterior located bulk container (dumpster) will have a designated centrally located trash disposal site.
 - k. Stocking hand soap bags, paper hand towels, trash bags and toilet paper.
 - l. The contractor shall provide two (2) 24/7 emergency contact numbers to the Town.
6. The Town shall be responsible for the opening of each restroom location daily.
7. The successful contractor shall report any damage to a restroom to the Facility Manager (508) 240-3790 or the Beach Director's cell phone as soon as it is discovered. Off hour emergencies – Facility Manager may be reached via cell phone. Items broken (soap dispenser, towel dispenser, toilets etc.) must be reported to the Town within 24 hrs.

8. The Town may accept a price for a one-time interior cleaning to occur during the week prior to Memorial Day of the Lifeguard Housing at 223 Beach Rd. (12 units) and at Wildflower Ln. (2 units). The one-time cleaning will consist of the following:
 - a. Disinfecting wiping all interior walls, surfaces, floors, toilets, sinks, appliances, counters, trash containers with water, detergents and disinfectants and vacuuming all rug surfaces to the satisfaction of or at the direction of the Town.
 - b. Vendor shall remove any trash from the units.
 - c. Upon inspection by town if it is found the cleaning did not meet the towns' guidelines the contractor will be required to return within 24 hours of notification at their own expense to perform cleaning again.
 - d. Material Safety Data Sheets (MSDS) must be provided to the Town for all products used to clean the restrooms during the length of the contract.

SECTION C – NONTECHNICAL SPECIFICATIONS

1. Bidder Qualifications: Interested bidders must meet the qualifications listed below to be considered as a qualified bidder by the Town of Orleans:
 - a. Minimum of five (3) years of experience in the care and maintenance of restroom facilities, preferably the care and maintenance of municipal beach restroom facilities.
2. The successful bidder shall provide with their bid the name and telephone number of at least three references involving prior or ongoing municipal (preferable) contracts for restroom maintenance services. Failure to do so may be grounds for non-award.

Please make sure that the following forms are included in your bid submission: *(Please check off)*

- FORM A: Bid Form completed and signed _____
- ADDENDA ACKNOWLEDGEMENT (if applicable) _____
- CERTIFICATE OF NON-COLLUSION (signed/notarized) _____
- CERTIFICATE OF TAX COMPLIANCE (signed/notarized) _____
- ACKNOWLEDGMENT OF PRINCIPAL (if applicable) _____
- REFERENCE FORM SUBMITTED _____

----- **END OF SPECIFICATIONS** -----

FORM A: CARE AND MAINTENANCE OF TOWN OWNED RESTROOMS BID PRICE SHEET

BID QUOTE: The above referenced company agrees to furnish Restroom Cleaning and Maintenance Services as indicated in these specifications for the Price indicated below:

For Calendar Year 2022: \$ _____ 1 Cleaning/day (all locations)
\$ _____ Additional cost for 2 Cleanings/day @ Nauset
\$ _____ Credit for the Town if the Nauset Beach Facility
is not included in the seasonal cleaning contract
\$ _____ Cost for a one-time cleaning of the Lifeguard
Housing at 223 Beach Rd. and at Wildflower Ln.
\$ _____ per hour Cost for on-call incidental emergency cleaning.

For Calendar Year 2023: \$ _____ 1 Cleaning/day (all locations)
\$ _____ Additional cost for 2 Cleanings/day @ Nauset
\$ _____ Credit for the Town if the Nauset Beach Facility
is not included in the seasonal cleaning contract
\$ _____ Cost for a one-time cleaning of the Lifeguard
Housing at 223 Beach Rd. and at Wildflower Ln.
\$ _____ per hour Cost for on-call incidental emergency cleaning.

For Calendar Year 2024:

\$ _____ 1 Cleaning/day (all locations)
\$ _____ Additional cost for 2 Cleanings/day @ Nauset
\$ _____ Credit for the Town if the Nauset Beach Facility
is not included in the seasonal cleaning contract
\$ _____ Cost for a one-time cleaning of the Lifeguard
Housing at 223 Beach Rd. and at Wildflower Ln.
\$ _____ per hour Cost for on-call incidental emergency cleaning.

Company Name

Authorized Signatory & Title

Street Address

Printed Name

Town, State, Zip Code

Telephone No. Alternate Contact Name/Number _____

Corporate Seal

FORM B:

**TOWN OF ORLEANS
ADDENDA ACKNOWLEDGMENT**

Project Name: **SEASONAL RESTROOMS CLEANING AND MAINTENANCE**

Acknowledgment of Addenda # _____ Received and Included in this Bid _____, _____, _____.

Acknowledgment of Addenda # _____ Received and Included in this Bid _____, _____, _____.

Acknowledgment of Addenda # _____ Received and Included in this Bid _____, _____, _____.

(Signature of individual submitting bid or proposal)

(Name of business)

FORM C

**TOWN OF ORLEANS
CERTIFICATE OF NON-COLLUSION**

Project Name: **SEASONAL RESTROOMS CLEANING AND MAINTENANCE**

Pursuant to M.G.L. Ch. 30B Section 10, the undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Signature of individual submitting bid or proposal)

(Name of business)

FORM D

STATEMENT OF STATE TAX COMPLIANCE

Project Name: **SEASONAL RESTROOMS CLEANING AND MAINTENANCE**

Pursuant to Ch. 233 of the Acts of 1983, §49A(b),

I, _____, acknowledge that I am the authorized signatory for _____, whose principal place of business is at _____, and as such, do hereby certify under the pains of penalties of perjury that this company has complied with all laws of the Commonwealth relating to taxes.

Social Security or Federal ID Number _____

Subscribed and sworn to this ____ day of _____, 20____.

Notary Public

FORM E:

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION:

State of _____

County of _____ SS.

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known, who, being by me duly sworn, did depose and say to me that he resides at _____, that he is _____ of _____, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by the order of the directors of said corporation, and that he signed his name thereto by like order.

Contractor's Signature

(Seal)

Notary Public Signature

My Commission expires on:

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP:

State of _____

County of _____ SS.

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known, and known to me to be one of the members of the firm of _____ described in and which executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deed of said firm.

Contractor's Signature

(Seal)

Notary Public Signature

My Commission expires on

FORM F:

**TOWN OF ORLEANS
REFERENCES FORM**

Project Name: SEASONAL RESTROOMS CLEANING AND MAINTENANCE

Bidder: _____

Bidders must submit three (3) commercial business references for which they have supplied similar service within the past five (5) years, which is similar in size and scope to this request.

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

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

2. Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

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

3. Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

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

Attach additional sheets if necessary

Provide a proposed schedule of cleaning restrooms on a separate sheet.

**TOWN OF ORLEANS
INSURANCE REQUIREMENTS FOR INCLUSION
IN ALL SPECIFICATIONS AND CONTRACTS**

PROJECT: **SEASONAL RESTROOMS CLEANING AND MAINTENANCE**

Insurance. The Contractor shall carry and maintain in effect during the entire currency of the contract, at the Contractor's own expense, the following kinds and minimum amounts of insurance in a company or companies approved by the Town of Orleans. Such insurance shall cover claims and suits which arise out of or result from the Contractor's execution of the contract work whether such execution by the Contractor himself or by any Subcontractor.

1) X Worker's Compensation as required by the Worker's Compensation Laws of the Commonwealth of Massachusetts and, in conjunction therewith, Employer's Liability with a minimum limit as required by statute.

2) X "Broad Form" Comprehensive General Liability including, but not limited to, Bodily Injury, Personal Injury and Property damage Liability, Full Contractual Liability and liability arising from Explosion, Collapse and Underground Damage and all other applicable insurance necessary to carry out the contractual obligation to proceed under the contract. Minimum limit of liability \$1,000,000.00

3) X Automobile Bodily Injury and Property Damage Liability for all owned, non-owned and hired automobiles operated in connection with the performance of the contract. Minimum limits of liability: Single limits of Property Damage and Bodily Injury \$ \$1,000,000.

Certificate of Insurance. Prior to beginning work under the contract, the Contractor shall furnish the Town of Orleans a Certificate of Insurance naming the Town as 1) x an additional insured or 2) certificate holder acceptable to said Town evidencing the existence of the foregoing insurance coverage. Such Certificate also shall provide that the Town of Orleans will be notified at least 30 days in advance of the cancellation or non-renewal of any insurance covered by the Certificate.

SAMPLE AGREEMENT

Made in triplicate this _____ day of _____, **2022** between the **TOWN OF ORLEANS**, and _____ hereafter the "Contractor".

WITNESSETH: That for and in consideration of the following mutual covenants contained herein the parties agree with each other as follows:

ARTICLE I: The Contractor agrees to sell and/or deliver to the Town materials and/or services for **SEASONAL RESTROOM CLEANING SERVICES** in accordance with the following:

- Exhibit 1. Bid price quote submission dated _____
- Exhibit 2. Bid Specifications
- Exhibit 3. Certificate of Non-Collusion
- Exhibit 4. Statement of State Tax Compliance
- Exhibit 5. Acknowledgement of Principal
- Exhibit 6. Certificate of Insurance

ARTICLE II: The Town reserves the right to review annually the contractor performance and extend or not extend the services for the second and/or third year of the contract.

ARTICLE III: The Town agrees to process the bills for payment to the Contractor upon the execution of the contract, satisfactory completion of the services as outlined in the specifications and approval by the appropriate Department Manager.

IN WITNESS: Whereof the respective parties hereto have caused this instrument to be duly subscribed and sealed.

TOWN OF ORLEANS:

CONTRACTOR:

John F. Kelly
Town Administrator

Signature of Individual or
Corporate Name (Mandatory)

APPROVED AS TO APPROPRIATIONS:

Corporate Officer
(Mandatory, If applicable)

Cathy Doane, Finance Director

Social Security # (Voluntary)