



CITY OF TORRINGTON
Addendum # 1

ADDENDUM 1 ISSUED PERTAINING TO QUESTIONS/ANSWERS FOR THE CLEANING SERVICES FOR THE CITY FACILITIES

BID #CLN-014-030618 CLEANING SERVICES FOR CITY FACILITIES

Bid opening: March 6, 2018 **Time:** 11:00 A.M. **Location:** City Hall, 140 Main Street, Room 206, Torrington, CT

MUST Submit signed addenda with bid.

The City of Torrington reserves the right to accept or reject any or all bids or any portion thereof, to waive technicalities, and to award the contract as will best serve the public interest.

Dated in Torrington: February 26, 2018 Purchasing Agent _____
Pennie Zucco

Bid Submitted By: _____ Signature _____

Name of Company _____ Title _____

Address _____

_____ Date _____

Questions & Answers 2/26/18:

Q1) What is the current billing history?

**A1) Street Facility - \$710.00/mo.
Rec Hall Facility - \$379.00/mo.
Armory Facility - \$1,401.00/mo.
Annual cost - \$29,880.00/year**

Q2) Do you have a PDF of each buildings floor plan?

A2) N/A

Q3) Who is the current contractor providing services under the existing agreement?

A3) Jani-King of Hartford, Inc.

Q4) The Street Department (minimum requirement 6 man hours per night); Teen Center (6 man hours per night); and Torrington Armory (minimum 4 hours per day) all have minimum requirements. Are these hours suggested staffing levels or are they mandatory? If mandatory, how are these hours being tracked by the City?

A4) Mandatory - Contractor will be required to supply the City of Torrington with a weekly cleaning logs - Date, time in/time out, name of cleaner(s), etc. A sign sheet to be completed by Awarded Contractor on a daily/weekly basis for the required days of cleaning each facility.

Q5) Is the current contract available on line to view? Address?

A5) see attached sample contract for review

Q6) Would "Standard Wages" apply to this bid?

A6) n/a

Q7) Please confirm if there's any possibility that this bid, when awarded, could be broken into thirds? Or will all 3

buildings remain under one contract only?

A7) The bid will be awarded as one contract only for all three facilities

****** PLEASE NOTE: THE MINIMUM REQUIREMENTS FOR CLEANING THE TORRINGTON ARMORY ARE: 20 MAN HOURS PER WEEK, (5 DAYS/WEEK, 4 HOURS PER DAY, MONDAY THROUGH FRIDAY) ******



**City of Torrington
Cleaning Services for City Facilities
CLN-014-XXXXXX
CONTRACTOR AGREEMENT**

This Contractor Agreement (Hereinafter "Agreement") is made on this day of March XX, 201X between

**City of Torrington
140 Main Street
Torrington, CT 06790
(Hereinafter "Client")**

and

**VENDOR NAME
(Hereinafter "Contractor")**

It is agreed as follows:

ARTICLE ONE – Cleaning Services for City Facilities

RETAINER. The City of Torrington hereby agrees to retain (**CONTRACTOR**) to provide Cleaning Services to the Street Department Facility, 107 Arthur Street; Torrington Armory Facility, 153 South Main Street; and Teen Center/Recreation Hall Facility, 71 East Albert Street, Torrington, CT 06790. The City and (**CONTRACTOR**) have agreed upon the cleaning services to be performed at said locations and the Contractor hereby agrees to provide such Cleaning Services to the City facilities stated.

a) A copy of the cleaning services to be completed will be provided by the Client to the Contractor unless otherwise stated within this agreement (Appendix A). Any and all modifications of these services shall be conducted in writing by both parties. The parties agree that while the Contractor is performing the cleaning services, this does not create an employee/employer relationship nor does it form a partnership between the parties.

TERM OF AGREEMENT

This Agreement shall begin on July 1, 201X and terminate on June 30, 201X or until either party gives a full 30 days' notice of agreement cancellation. The City reserves the right to extend this contract for four (4) consecutive one-year periods if it so desires and the contractor agrees. Any extension of this contract shall be in writing and signed by

both parties. Upon completion of this Agreement, the Contractor shall return any property or documentation belonging to the City and the City shall return any property or documentation belonging to **(CONTRACTOR)**

PROVISION OF SERVICES

Personnel employed by the Contractor shall be competent, trustworthy and properly trained for the work requirements. Each employee shall have a background check completed at the expense of the Contractor. Copies of each successful background check shall be provided to the Purchasing Agent to be kept on file. The Contractor and employees shall be required to comply with all applicable regulations of the City, as directed, and full cooperation shall be expected and required at all times. Contractor shall notify the Purchasing Agent immediately in writing of all changes on contract personnel by submitting the name of the employee and the effective date of employment or termination along with a copy of the background check for any new employee. The awarded Contractor shall devote such amount of time to completing the cleaning services in each facility as outlined in the specifications. **PLEASE NOTE: Contractor must supply the City of Torrington with weekly cleaning logs – Date, time in/time out, name of cleaner(s), etc.**

COMPENSATION DETAILS AND SCHEDULE

The type of service requested is essential for the day-to-day operation of City facilities and **Time is of the Essence**. All required services shall be consistent with good professional practice and in accordance with the standards and specifications set forth herein. In the event of unacceptable performance, the City shall be under no obligation to make payment and may terminate any contract award. There must be an onsite working supervisor or a Supervisor to be a Point of contact and responsible for any issues that may arise.

Throughout the term of this Agreement, the City will monitor the performance of the contractor. Poor performance, or non-compliance with any provision of this contract, will result in penalties. After notification of poor performance or non-compliance, the City will assess a monetary penalty of 10% of the monthly payment for each occurrence. Continued poor performance or non-compliance will result in termination of the contract. Any contract entered into by the City and the successful bidder shall provide that the City may, for any reason, terminate the contract upon thirty (30) days written notice.

The Contractor shall have a supervisor immediately available during all service hours. Service hours shall be as follows:

STREET DEPARTMENT, 107 ARTHUR STREET, TORRINGTON, CT 06790

Accordingly, all work shall be carried out between the hours of 8:00 P.M. to 7:30 A.M. the next morning unless otherwise specified. No cleaning is to occur while the building is occupied. Areas to be cleaned include entranceway, hallways, lunchroom, offices, training room, dispatch room, lavatories, shower rooms and storeroom. **Square footage to be cleaned: Approximately 2,800 S.F.**

- Winter (Nov. 1 to April 30): Two times per week, Monday & Thursday night (6 man

hours per night).

- Summer (May 1 to Oct 31): One time per week, nights only (6 man hours per night).

TEEN CENTER/REC HALL DEPT., 71 EAST ALBERT ST., TORRINGTON, CT 06790

The objective of this request is to provide a clean environment at the start of each working day. Accordingly, all work shall be carried out between the hours of 9:00 P.M. to 7:00 A.M. the next morning unless otherwise specified. On occasion, some activities in the building may run past 9:00 PM. No cleaning is to occur while the building is occupied. Areas to be cleaned include: Teen Center, kitchen, dance hall, restrooms, hallways, entrances and stairwells. **Square footage to be cleaned: Approximately 4,450 S.F.**

- Two times per week, Tuesday & Friday (6 man hours per night)

TORRINGTON ARMORY, 153 SOUTH MAIN ST., TORRINGTON, CT 06790

The objective of this request is to provide a clean environment at the start of each working day. Accordingly, all work shall be carried out between the hours of 10:00 P.M. to 7:00 A.M. the next morning unless otherwise specified. No cleaning is to occur while the building is occupied. Public areas including kitchen, offices, program areas, meeting rooms, shower rooms and restroom on three floors including all hallways, stairways, and gymnasium.

- 20 man hours per week
- Five (5) days per week, (Monday – Friday), 52 weeks per year. Daily gymnasium cleaning to be performed in coordination with Gym Activities.

ARTICLE TWO – Covenants

DELEGATION OF SERVICES

Any assignment or subcontracting by a respondent, vendor, or contractor for work performed, or goods and/or services provided, in whole or in part, and any other interest in conjunction with City procurement shall not be permitted without the express written consent of the City of Torrington. Subcontracting any portion of the required work associated with this request may result in immediate termination of an award for service.

WARRANTY OF SERVICES The Contractor warrants that all services shall be completed within the times agreed upon at the outset of the project unless the time for completion of the project is changed or extended by mutual agreement in writing. The Contractor agrees and warrants that all services performed shall be of a professional quality, and the Contractor agrees to rectify any deficiencies immediately upon notification by the Client.

TOOLS OF THE TRADE

The Contractor shall supply its own equipment and required supplies necessary to complete all contracted requirements of cleaning services for each City facility.

ARTICLE THREE – Independence of Cleaning Specialist

HOURS OF SERVICE

The objective of this bid is to provide a clean environment at the start of each working day. Accordingly, all work shall be carried out between the hours of 8:00 P.M. to 7:30 A.M. the next morning unless otherwise specified. No cleaning is to occur while the building is occupied. If, however, the selected proposer wishes to provide the service at some other mutually agreed time, an alternative schedule may be possible. The following are exceptions to the aforementioned schedules: There must be a working on Job Site Supervisor/manager who shall be available when and if the Superintendent needs to talk or discuss any situations. Weather conditions may necessitate a change of cleaning day. Any changes to the cleaning schedule shall be coordinated with the Superintendent of the City facility affected.

MANNER OF SERVICE

The Contractor shall control the manner in which the services are performed & completed, and shall be responsible for determining how to do the work, and what resources and time is required whether or not other people shall be retained by the Contractor for the purpose of completing the project.

ARTICLE FOUR – Termination

TERMINATION OF AGREEMENT BY CLIENT

The Client may terminate this agreement at any time by giving the Contractor a full 30 days' notice of agreement cancellation in writing.

TERMINATION OF AGREEMENT BY CONTRACTOR

The Contractor may terminate this Agreement at any time by giving the Client a full 30 days' notice of agreement cancellation in writing.

ARTICLE FIVE – Capacity

CAPACITY OF CONTRACTOR

It is acknowledged by the parties here to, that the (**CONTRACTOR**) is being retained by the Client in the capacity of Independent Contractor and not as an employee of the City of Torrington. The Client and the Contractor acknowledged and agrees that this agreement does not create a partnership or joint venture between them. Contractor is required to carry its own Workers Compensation Insurance.

ARTICLE SIX – General Contract Provisions

MISCELLANEOUS INFORMATION

- 1. The Selected bidder shall be responsible for providing the following supplies:**

- Cleaners; cleaning supplies
- Bathroom deodorant
- Waxes
- Vacuums, strippers, mops, buckets, etc.
- Garbage pail and barrel liners – See breakdown per facility:
 - A. **Street Department:** (5) 13-gallon trash cans – 390/year approx.; (4) 32-gallon trash cans – 312/year approximately.
 - B. **Rec Hall:** (2) 44-gallon trash cans – 208/year approximately; (4) 32-36 quart trash cans – 416/year approximately; (1) 32-gallon trash can – 104/year approximately
 (Please note: This may vary due to holidays and no use of facilities. Also, the trash may not be used at all on a given day so the liner is not replaced).
 - C. **Armory Building** – (3) 44-gallon trash cans – uses 50/60 gallon trash liners – 780/year approximately; (12) 32-36 quart trash cans – 3,120/year approximately; (6) 32 gallon trash cans – 1,560/year approximately.
 (Please note: This may vary due to holidays and no use of facilities. Also, the trash may not be used at all on a given day so the liner is not replaced).

2. Snow removal services are provided by the City.
3. The Client will supply an area for cleaning tools and supply storage and Contractor shall be responsible for providing any shelving or lockup cages that may be needed.
4. The Contractor will provide all equipment necessary to complete all contract requirements.
5. The Contractor must carry insurance which will cover theft of City property.
6. Dress Code: As these are public buildings, proper attire is required. The sole decision maker to determine the appropriateness of dress is the Custodial Supervisor. Additionally, all employees will wear clothing with the logo of the service provider company name clearly visible. In lieu thereof, employees will wear photo identification badges at all times.
7. The Contractor will be responsible for the buildings' security by activating locks and/or security systems upon leaving buildings.
8. All bids are to include washing of **all** Venetian blinds, windows, and storm windows (inside and outside) during the month of July. Additional window washing requirements are detailed in attached specification.
9. MSDS sheets for all cleaning materials must be provided and kept on file at each facility.
10. The Contractor shall be responsible for the repair or replacement cost of any damage to Client property caused by the use, misuse or negligence of the Contractor's employees.
11. All of the Contractor's employees working on this contract shall be bonded. Proof of bonding must be submitted to Purchasing Agent prior to commencement of work.
12. Receipt of a proposal by the Client or submission of a proposal to the Client confers no rights upon the offeror nor obligates the Client in any manner.

In addition to any other security rules and regulations, the following apply:

1. No guns, knives, or other dangerous weapons are allowed on any Client property.

2. No dangerous drugs or other prohibited substances, including alcohol, are allowed on any Client Property.
3. The Contractor's employees are not to be accompanied in their work areas on any Client's Property by acquaintances, family members, or any other person unless said individual is an authorized Contractor employee.
4. The Contractor shall supply a single project manager or contract person (as well as an alternate contact) to be on call 24 hours per day. The Contractor Facilities Director requires that an onsite Supervisor be available at all times. This responsibility will include after-hours call back if buildings are found to be unsecured or unlocked. There shall be no compensation for these call back events.
5. The Client reserves the right to reject any individual employee employed by the Contractor.
6. All keys to the building furnished by the Client to the Contractor remain the property of the Client and shall not be duplicated by the Contractor or his employees. All keys shall be returned upon request or at the end of the contract. A charge will be assessed for any keys not returned. The Contractor will assume the cost of re-keying the building if keys are lost or stolen by him or his employees.
7. The use of Client telephones is strictly prohibited, except in an emergency.

ENTIRE AGREEMENT

This Agreement between these two parties with respect to all of the matters herein and its execution, has not been included by, nor do any of the parties rely upon or regard as material, any representations or writings whatever not incorporated herein and made a part hereof and may not be amended or modified in any respect except by written instrument signed by the parties hereto. Any schedules referred to herein are incorporated by reference and form part of the Agreement.

LEGAL MATTERS

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

AGREEMENT MODIFICATIONS

Any modification to any section of this Agreement shall be conducted in writing by both parties.

GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the **State of Connecticut** without regard to the jurisdiction in which any action or special proceeding may be instituted.

COMMUNICATION

Any Communication required between the parties concerning the terms in this agreement shall be made in writing.

The Client has provided the following as contact information:

Torrington Armory and Teen Center Facility
Brett Simmons, Superintendent of Recreation
153 South Main Street
Torrington, CT 06790
860-489-2385
brett_simmons@torringtonct.org

Street Department Facility
Bill Mayers, Superintendent of Streets
107 Arthur Street
Torrington, CT 06790
860-489-2352
bill_mayers@torringtonct.org

The Contractor has provided the following as contact information:
(CONTRACTOR NAME AND ADDRESS)

The parties hereby indicate by their signatures below that they have read and agree with the terms and conditions of this Agreement in its entirety.

Client: City of Torrington
140 Main Street
Torrington, CT 06790

Contractor: NAME AND ADDRESS

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

IN WITNESS WHEREOF the parties have duly executed this Commercial Cleaning Contractor Agreement this _____ day of _____.

SIGNED,
SEALED AND DELIVERED
in the presence of

SIGNED,
SEALED AND DELIVERED
in the presence of

Witness

Witness