

TOWN OF LUNENBURG

INVITATION FOR BIDS / CLEANING SERVICES

MUNICIPAL BUILDINGS



TOWN OF LUNENBURG, MASSACHUSETTS

JULIE BELLIVEAU, ASSISTANT TOWN MANAGER

SEALED BIDS WILL BE RECEIVED AT THE PROCUREMENT OFFICE BY:

DATE: 01/14/2021

TIME: 12:00 PM

PLACE: 17 MAIN STREET, P.O. BOX 135
LUNENBURG, MA 01462

INVITATION FOR BIDS
Cleaning Services, Municipal Buildings

The Town of Lunenburg is soliciting Invitations for Bid (IFB) for cleaning services at Municipal Buildings. Proposals will be received by Julie Belliveau, Assistant Town Manager, 17 Main Street, PO Box 135, Lunenburg, MA until 12:00 P.M. on 01/14/21.

All proposals must comply in all respects with the instructions, conditions, specifications, and other requirements in the IFB. Bids and further information can be obtained from the Assistant Town Manager's Office, 17 Main Street, Lunenburg, MA 01462, telephone number 978-582-4130 x150, between 9:00 A.M. and 4:00 P.M., Monday through Thursday, until the scheduled proposal submission date. The Town shall not be responsible for proposals arriving late due to couriers, deliveries to wrong locations, express mailing services etc. or any reason whatsoever. Postmarks will not be considered. If, at the time of the scheduled bid opening, Town Hall is closed to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the proposals submission date will be postponed until 12:00 PM on the next normal business day. Proposals will be accepted until that date and time.

The Town of Lunenburg reserves the right to waive any informality or irregularities in or to reject any and all proposals, and to make an award in any manner consistent with the law and deemed to be in its best interest.

The Town of Lunenburg is an Equal Opportunity-Affirmative Action Employer.

INSTRUCTIONS TO BIDDERS

1. All bids must be properly signed, enclosed in an envelope that is sealed and plainly marked on the outside with the name of bid.
2. All Bids shall include one (1) original set of documents.
3. A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.
4. The enclosed Non-Collusion, Attestation Forms & Worker's Compensation Affidavit must be signed and enclosed or the bid will be rejected.
5. All bids must meet the requirements as identified in the specifications. Price submissions must be on the enclosed form and signed by an authorized official.
6. If any changes are made to this Invitation to Bid, an addendum will be issued. Addenda will be mailed, e-mailed or faxed to all bidders on record as having picked up the Invitation to Bid.
7. Questions concerning this Invitation to Bid must be submitted *in writing* to: Julie Belliveau, Assistant Town Manager, 17 Main Street, Lunenburg, MA 01462 or to jbelleveau@lunenburgonline.com. Questions may be delivered, mailed, or e-mailed. Written responses will be mailed or e-mailed to all bidders on record as having picked up the Invitation to Bid.
8. A bidder may correct, modify, or withdraw a bid by written notice received by the Town prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No.____." Each modification must be numbered in sequence, and must reference the original Invitation to Bid.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Town or fair competition. Minor informalities may be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

9. The Town of Lunenburg may cancel this Invitation to Bid, or reject in whole or in part any and all bids, if the Town determines that cancellation or rejection serves the best interests of the Town.
10. All bid prices submitted in response to this Invitation to Bid must remain firm for forty five (45) days following the bid opening.
11. If, at the time of the scheduled bid opening, Town Hall is closed due to uncontrolled events such as national or local disaster, fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 12:00 PM on the next normal business day. (The Town Manager or his designee, or local, state and national safety officials are the only ones who may declare Town Hall closed.) In that case, bids would be accepted until that date and time.

CLEANING SERVICES SPECIFICATIONS
MINIMUM REQUIREMENTS

1. CONTRACTOR QUALIFICATIONS

- a) A CORI check is required for anyone working in or around the buildings to be cleaned.
- c) The contractor agrees to be interviewed by the Town to determine the ability of the bidder to perform the services specified.
- d) The personnel may differ between buildings, however the cleaning crew, once established must remain the same.
- e) The successful bidder is required to be within twenty-five (25) miles of the Lunenburg town line. This requirement is due to the need for emergency cleaning services at the public safety building and is considered essential to be considered responsive.
- f) The successful bidder will be required to provide all cleaning supplies and modern, functional and well-maintained equipment suited to commercial cleaning work such as vacuum cleaners, floor polisher, carpet sweepers, brooms, and other machinery as necessary. Proof of equipment needed. The Town will provide paper goods and soap for restocking the bathrooms.
- g) Please provide the names, addresses and phone numbers of a minimum of three customers for whom your company has provided cleaning services for a minimum of one full year within the last five years.

2. SUPERVISION, PERSONNEL AND SECURITY CHECKLIST

- a) The contractor can designate a single staff member with responsibility for on site supervision.
- b) The contractor agrees to all of the following conditions regarding its on-site employees
 - Contractor shall thoroughly interview, screen, and reference check all its personnel to be assigned to the premises. Every effort must be made to provide competent employees and to minimize turnover in staff. All employees must be physically capable of performing the tasks assigned.
 - The Town shall have the right to require that the contractor remove and/or replace any of its personnel working on the premises.
 - No persons other than the contractor's own employees, executives, or supervisors shall be brought into the premises unless the Town grants permission in advance.
 - The contractor's employees will not engage in any illegal activities on the premises or use office equipment, computers, or telephones.
 - The Town reserves the right to approve the working hours and days of the work schedule of the contractor's employees working on the premises.

3. PERFORMANCE RESPONSIBILITIES OF CONTRACT SERVICES

PUBLIC SAFETY COMPLEX

The Police Station side cleaning will include, but not be limited to; cells, offices and dispatch areas. The tasks to be performed per visit are: all tile floors swept and wet mopped, all carpets vacuumed, all stairways swept and damp mopped, entrance ways swept and glass doors cleaned, all waste baskets inside and outside emptied, trash taken to dumpster provided by the Town, dusting of furniture and desks, clean interior glass doors, bathrooms to be cleaned and sanitized, bathrooms will be stocked with toilet tissue, paper towels, and soap which will be provided by the Town, and all prisoner cells to be swept or vacuumed, mopped and sanitized. All high dusting of lights and vents will be done on a monthly schedule. Stripping and waxing of vinyl floors will be done twice a year and all carpets will be cleaned annually with hot water extraction.

The Fire Station side will have all the bathrooms and showers cleaned and sanitized monthly. The tasks to be performed per visit are: all tile floors swept and wet mopped, all carpets vacuumed, all stairways swept and damp mopped, entrance ways swept and glass doors cleaned, all waste baskets inside and outside emptied, trash taken to dumpster provided by the Town, dusting of furniture and desks, clean interior glass doors, bathrooms will be stocked with toilet tissue, paper towels, and soap which will be provided by the Town. All high dusting of lights and vents will be done on a monthly schedule. Stripping and waxing of vinyl floors will be done twice a year and all carpets will be cleaned annually with hot water extraction.

SPECIAL PROVISIONS/CONSIDERATIONS

- Cells power washed as needed but not less than every 3 months. Police: Please note: cleaners will regularly be required to clean vomit, feces, and urine from cells and disinfect as needed.
- Emergency task: one-hour response time.
- Non-acid bowl cleaners in bathrooms.
- Towel dry sinks, toilets, and urinals.
- Timing of cleaning is critical. Schedule of cleaning can and will change. Holidays included. Schedules to be determined by the Director of Public Works.
- Bidders are encouraged to meet with the Director of Public Works or a member of his staff in order to more clearly understand the level of efficiency required.

LUNENBURG PUBLIC LIBRARY

The Lunenburg Library cleaning will include but not be limited to; all offices, break rooms, conference rooms and meeting rooms. The tasks to be performed per visit are: all tile floors swept and wet mopped, all carpets vacuumed, entrance ways swept and glass doors cleaned, all waste baskets emptied, and trash taken to a dumpster provided by the Town. All furniture, tables and desks are to be dusted, interior glass doors cleaned, bathrooms are to be cleaned and sanitized, bathrooms will be restocked with toilet tissue, paper towels, and soap to be provided by the Town. All high dusting of lights and vents as well as exposed areas of bookshelves will be done each month. The tile entrance and foyer will require high speed buffing bi-weekly. The entrance to the community room and the room itself will be washed with a neutral ph balance cleaner specific to this flooring. All carpets are to be hot water extracted and cleaned on an annual basis. All public areas are not to be disturbed during hours of public use with such services

as vacuuming. Quiet work, such as dusting and emptying wastebaskets, will be allowed, if not disruptive to library staff and users.

Care shall be taken not to disturb papers on desks. File cabinets and desks found open by cleaners are to be reported to their supervisors.

TOWN HALL/EAGLE HOUSE/RITTER BUILDING/TEEN CENTER

The Town Hall, Eagle House, Ritter Building, Chester Mossman Teen Center, & Department of Public Works cleaning shall include but not be limited to; all waste receptacles emptied and trash removed to dumpster provided by the Town. All carpets will be vacuumed. Clean and polish drinking fountains. Thoroughly dust all horizontal surfaces, including windowsills, chairs, tables, pictures and all manner of furnishings. Damp wipe all horizontal surfaces to remove coffee rings and spillage as needed. Dust mop hard surface floors with a treated dust mop. Damp mop hard surface floors to remove any spillage from soiled areas. Damp wipe entrance metal and fingerprints on entrance glass. Spot clean partition glass. Inspect and pick up, as needed, building entrance area. In addition to the above mentioned cleaning, bathroom mirrors will be cleaned and polished. Toilets and urinals will be cleaned and sanitized inside and out and toilet seats will be cleaned on both sides using a disinfectant. Sink basins will be scoured and sanitized and all bright work will be polished. Splash marks will be removed from walls and around basins and the floors will be mopped and rinsed with a disinfectant. Bathrooms will be restocked with toilet tissue, paper towels, and soap to be provided by the Town. Stripping and waxing of vinyl floors will be done twice a year and all carpets will be cleaned annually with hot water extraction.

ADDITIONAL SERVICES DURING THE COVID-19 PANDEMIC

In accordance with OSHA and CDC guidelines for cleaning, sanitizing and disinfecting during the COVID-19 pandemic, additional services will require sanitizing or disinfecting the following high-touch areas: doorknobs/handles, handrails, light switches, countertops, tables, drinking fountains, and rest room amenities. Disinfectant products must be EPA-approved for use against the virus that causes COVID-19. Must provide and use electrostatic misting equipment to disinfect all facilities.

The frequency of additional cleaning will be once per week, but may vary based on the severity of the pandemic outbreak, as well as the level of activity at the area. A more severe outbreak (e.g. serious or catastrophic) will require more frequent cleaning to reduce the risk of infection from surface contact. In the event of a shutdown of 7 or more days, additional services will be suspended unless otherwise directed.

Additional services will be applied to all areas as described in the above sections titled "Public Safety Complex", "Lunenburg Public Library", "Town Hall/Eagle House/Ritter Building/Teen Center".

RULE FOR AWARD

The contract will be awarded to the responsive and responsible bidder offering the lowest total price for all required goods/services for the initial term of the contract. A responsive bid complies fully with all submission requirements stated in these bid documents. A responsible contractor demonstrably possesses the skill, ability, and integrity necessary to faithfully perform the work called for in this procurement judged solely on the contractor's performance on recent and current contracts, and references checked by the Town of Lunenburg. The Town of Lunenburg's decision or judgment on these matters shall be final, conclusive and binding. Selection of the contractor will be based upon bidder qualifications, including evidence of past performance in similar projects, and bid price.

Term of Contract: Bidders are advised that all awards made under this invitation to bid shall be binding upon the parties for the period encompassing the date of bid award through June 30, 2022. The Town reserves the option, with the agreement of the contracted vendor, to annually extend any or all contracts awarded under this Bid for a total term not to exceed three years.

BID FORM

PUBLIC SAFETY COMPLEX:

Please list prices to cover the Public Safety Complex with on-site personnel to perform the work listed in the bid documents:

Cleaning 3x/week:

March 2021 - June 2021 (4 months): _____

July 1, 2021 - June 30, 2022 (12 months) _____

LUNENBURG PUBLIC LIBRARY

Please list prices to cover the Lunenburg Public Library with on site personnel to perform the work listed in the bid documents:

Cleaning 2x/week:

March 2021 - June 2021 (4 months): _____

July 1, 2021 - June 30, 2022 (12 months) _____

TOWN HALL

Please list prices to cover the Lunenburg Town Hall with on site personnel to perform the work listed in the bid documents:

Cleaning 2x/week:

March 2021 - June 2021 (4 months): _____

July 1, 2021 - June 30, 2022 (12 months) _____

EAGLE HOUSE SENIOR CENTER

Please list prices to cover the Eagle House Senior Center with on site personnel to perform the work listed in the bid documents:

Cleaning 2x/week:

March 2021 - June 2021 (4 months): _____

July 1, 2021 - June 30, 2022 (12 months) _____

RITTER BUILDING

Please list prices to cover the Ritter Building with on site personnel to perform the work listed in the bid documents:

Cleaning 2x/week:

March 2021 - June 2021 (4 months): _____

July 1, 2021 - June 30, 2022 (12 months) _____

CHESTER MOSSMAN TEEN CENTER

Please list prices to cover the Chester Mossman Teen Center with on site personnel to perform the work listed in the bid documents:

Cleaning 2x/week:

March 2021 - June 2021 (4 months): _____

July 1, 2021 - June 30, 2022 (12 months) _____

DEPARTMENT OF PUBLIC WORKS

Please list prices to cover the Department of Public Works with on-site personnel to perform the work listed in the bid documents:

Cleaning 2x/week:

March 2021 - June 2021 (4 months): _____

July 1, 2021 - June 30, 2022 (12 months) _____

NOTE: ADDITIONAL ON-SITE HOURS MAY BE REQUIRED IN ORDER TO FULFILL ALL OBLIGATIONS UNDER THE CONTRACT.

Emergency work: Bidders to list an "add-on" hourly rate for covering cleaning emergencies or other projects not covered in the basic specification.

March 2021 - June 2021 (4 months): _____

July 1, 2021 - June 30, 2022 (12 months) _____

Selection of the Contractor will be based upon bidder qualifications, including evidence of past performance in similar projects, and bid price. The contract will be awarded to the bidder deemed by the awarding authority to be the lowest responsible and eligible bidder.

NAME OF INDIVIDUAL AUTHORIZED TO SIGN

SIGNATURE

DATE

ATTESTATION OF TAX COMPLIANCE

Pursuant to M.G.L. Chapter 62C, section 49A, I/we certify under the penalties of perjury that, to the best of my/our knowledge and belief, I/we are in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

*Signature of Individual or
Corporate Name (**Mandatory**)

**Social Security Number or Federal
Identification Number (**Mandatory**)

By: _____
Corporate Officer
(**Mandatory, if Applicable**)

Date: _____

*Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing and tax payment obligations. Providers who fail to correct their non-filing or delinquency status **will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L.C.62c, Sec.49A.

CERTIFICATE OF NON-COLLUSION

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

(Signature of Person Signing Bid)



The Commonwealth of Massachusetts
 Department of Industrial Accidents
 Office of Investigations
 600 Washington Street
 Boston, MA 02111
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses
Applicant Information Please Print Legibly

Business/Organization Name: _____

Address: _____

City/State/Zip: _____ Phone _____

<p>Are you an employer? Check the appropriate box:</p> <p>1. <input type="checkbox"/> I am a employer with employees (full and/ or part-time).*</p> <p>2. <input type="checkbox"/> I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]</p> <p>3. <input type="checkbox"/> We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**</p> <p>4. <input type="checkbox"/> We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]</p>	<p>Business Type (required):</p> <p>5. <input type="checkbox"/> Retail</p> <p>6. <input type="checkbox"/> Restaurant/Bar/Eating Establishment</p> <p>7. <input type="checkbox"/> Office and/or Sales (incl. real estate, auto, etc.)</p> <p>8. <input type="checkbox"/> Non-profit</p> <p>9. <input type="checkbox"/> Entertainment</p> <p>10. <input type="checkbox"/> Manufacturing</p> <p>11. <input type="checkbox"/> Health Care</p> <p>12. <input type="checkbox"/> Other</p>
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*Any applicant that checks box # 1 must also fill out the section below showing their workers' compensation policy information. **If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: _____

Insurer's Address: _____

City/State/Zip: _____

Policy # or Self-ins. Lie. # _____ . Expiration Date; _____

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).
 Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: _____ Date: _____

Phone #: _____ :

<i>Official use only. Do not write in this area, to be completed by city or town official.</i>	
City or Town: _____	Permit/License # _____
Issuing Authority (circle one):	
1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office	
6. Other _____	
Contact Person: _____	Phone #: _____

SHORT FORM OF AGREEMENT FOR PROCUREMENT BETWEEN TOWN AND CONTRACTOR

THIS AGREEMENT for **Contract Cleaning Services for Municipal Buildings**, (hereinafter referred to as the "Project"), is made the _____ day of _____, 2021, by and between _____, a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at _____, (hereinafter referred to as the "CONTRACTOR"), and the Town of Lunenburg, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts (hereinafter referred to as the "TOWN").

WITNESSETH that the CONTRACTOR and the TOWN, for the consideration hereinafter named, agree as follows:

ARTICLE 1: CONTRACT DOCUMENTS

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- 1) This short form of agreement for procurement between town and contractor
- 2) Contractor's bid
- 3) Invitation for bids, bid specifications
- 4) Copies of all required bonds, certificates of insurance and licenses required under the contract,

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the Town.

ARTICLE 2: SCOPE OF WORK

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work shown on the Contract Documents, and the CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

ARTICLE 3: TERMS OF AGREEMENT

- (a) This Agreement shall be for a term commencing on _____, **2021** and ending on June 30, 2022, subject to annual appropriation. This Agreement may be renewed for one (1) additional one-year term, at the sole discretion of the Town.
- (b) The CONTRACTOR hereby agrees that if it fails to carry on the work with reasonable speed or stops work altogether without due cause, as determined in each case by the TOWN, the TOWN may give written notice to the CONTRACTOR to proceed with the work or to carry on the work more speedily. Three days after the presentation of such notice, if the work is not proceeding to the satisfaction of the TOWN, the CONTRACTOR shall be considered to have defaulted in the performance of this Agreement.

ARTICLE 4: THE CONTRACT SUM

The TOWN shall pay the CONTRACTOR for the performance of this Agreement the sum of \$_____.

ARTICLE 5: PAYMENT

- (a) The TOWN shall make payment as follows:

On a monthly basis, thirty days after receipt of an invoice for work performed or materials supplied the previous month, the TOWN shall pay the CONTRACTOR's invoice.

- (b) With any invoice, the CONTRACTOR shall submit evidence satisfactory to the TOWN that the goods or supplies have been delivered and/or that the work has been completed in accordance with this Agreement,

and that all payrolls, material bills and other indebtedness connected with the work have been paid. The billings shall include, if applicable, all charges for consultants, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above listed services.

ARTICLE 6: NON-PERFORMANCE

In the case of any default on the part of the CONTRACTOR with respect to any of the terms of this Agreement, the TOWN shall give written notice thereof, and if said default is not made good within such time as the TOWN shall specify in writing, the TOWN shall notify the CONTRACTOR in writing that there has been a breach of the Agreement, and thereafter the TOWN shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the TOWN shall determine, and the CONTRACTOR shall pay the TOWN any money that the TOWN shall pay another CONTRACTOR for the completion of the work, in excess of what the TOWN would have paid the CONTRACTOR for the completion of the work, and the CONTRACTOR shall reimburse the TOWN for all expenses incurred by reason of said breach. In case of such breach, the CONTRACTOR shall be entitled to receive payment only for work satisfactorily completed prior to said breach, less any retainage the TOWN is entitled to. The amount of any balance due the CONTRACTOR shall be determined by the TOWN and certified to the CONTRACTOR.

ARTICLE 7: TERMINATION

- (a) In addition to the provisions of Article 6 of this Agreement, the TOWN shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of this Agreement after the first year.
- (b) The CONTRACTOR shall have the right to terminate this Agreement if the TOWN fails to make payment within 30 days after it is due.

ARTICLE 8: NOTICE

All notices required to be given under this Agreement shall be in writing and shall be effective upon receipt by hand delivery or certified mail to:

Town of Lunenburg:
Assistant Town Manager
17 Main Street, P.O. Box 135
Lunenburg, MA 01462

Contractor:

ARTICLE 9. INSURANCE

- (a) The CONTRACTOR shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the TOWN in connection with any operations included in this Contract, and shall have the TOWN as an additional insured on all policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$3,000,000 aggregate for bodily injury liability and property damage liability.
- (b) If the CONTRACTOR shall provide professional or design services to the TOWN, then CONTRACTOR shall carry a professional malpractice or an errors and omissions policy with limits of at least \$1,000,000 per claim and \$3,000,000 aggregate, with a deductible of no more than \$15,000 per claim.
- (c) The CONTRACTOR shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. Gen. L. Ch. 152, as

amended, to all employed under the Contract and shall continue such insurance in full force and effect during the term of the Contract.

- (d) All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Contract is completed and accepted by the TOWN. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN. Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.
- (e) The CONTRACTOR shall indemnify, defend, and save harmless the TOWN and all of the TOWN'S officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the CONTRACTOR, subcontractors and its and their agents or employees in the performance of the work covered by this Agreement and/or failure to comply with terms and conditions of this Agreement, but only in respect of such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by this Agreement. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the Contract. The Town of Lunenburg shall be named as an additional insured on the certificate(s) of insurance for all insurance coverages required by this Agreement.

ARTICLE 10: SUBCONTRACTING OF WORK

The CONTRACTOR shall not subcontract any of the work that it is required to perform under this Contract to any corporation, entity or person without the prior written approval of the TOWN.

ARTICLE 11: PREVAILING WAGE RATES

The cleaning of municipal buildings is exempt from Prevailing Wage Rate requirements.

ARTICLE 12: OWNERSHIP OF DOCUMENTS

Upon completion of the final payment to the CONTRACTOR, the TOWN shall be the owner of all plans, specifications, electronic data and computations created by the CONTRACTOR that relate to this Agreement. The TOWN agrees that the information contained therein was produced specifically for this Agreement and agrees to hold the CONTRACTOR harmless from any liability of the TOWN'S use of these documents in any future project not directly related to the subject matter of this Agreement.

ARTICLE 13: MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

ARTICLE 14: GUARANTEE OF WORK

- (a) Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of final completion of the Contract.
- (b) If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the TOWN are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the CONTRACTOR shall, promptly upon receipt of notice from the TOWN and at its own expense:
 - (1) Make goods and services conform to this Agreement;
 - (2) Make good all damage to the site, or equipment or contents thereof, which, in the opinion of the TOWN, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Agreement; and

- (3) Make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

ARTICLE 15: GOVERNING LAW

The CONTRACTOR shall perform the work required under this Contract in conformity with requirements and standards of the TOWN and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

This Agreement and performance thereunder are governed by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

ARTICLE 16: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

This Agreement shall be binding upon the TOWN and the CONTRACTOR and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the TOWN and the CONTRACTOR. Neither the TOWN nor the CONTRACTOR shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

IN WITNESS WHEREOF the parties hereto have executed copies of this Agreement the day and year first above written. *

*If a Corporation, attach to each signed copy of this Contract an attested copy of the vote of the Corporation on authorizing the said signing and sealing.

CONTRACTOR: _____

By: _____

Title: _____

Corporate Seal:

This is to certify that the Town of Lunenburg has appropriated the funds for the purposes set forth in the Agreement herein.	This is to certify that this procurement was made on behalf of the Town of Lunenburg in accordance with the requirements of Mass. Gen. L. Ch. 30B.
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Approved as to Funds Availability

Karen M. Brochu, Town Accountant

Heather Lemieux, Town Manager

Dated: _____

Dated: _____