



100 Elliott Street, Haverhill, MA 01830

**Request for Proposals
NECC22- FAC001 for Janitorial Services
Haverhill and Lawrence Campuses**

Northern Essex Community College (“NECC”) is soliciting competitive sealed proposals for janitorial services on the Haverhill and Lawrence, Massachusetts, campuses of NECC.

Bid Documents will be available beginning **March 28, 2022 on www.necc.mass.edu/bids**

Sealed proposals will be received until April 18, 2022 until 9:00am at which time all proposals will be **opened, read and recorded.**

Proposals should be clearly marked **NECC22-FAC001 – Janitorial Services**, submitted in a sealed envelope and received at:

**Northern Essex Community College
Procurement Department, B216
100 Elliott St.
Haverhill, MA 01830**

This is a sealed RFP and may NOT be submitted electronically. The College will not be held responsible if any proposal is not so marked and is unintentionally opened as a result. Postmarks will NOT be considered.

The pre-bid conference will be held, 9:00am, April 4, 2022; The meeting will include a tour of the Haverhill and Lawrence campuses and will begin at:

**Northern Essex Community College
Building G, Maintenance Building
100 Elliott Street
Haverhill, MA 01830**

All times listed are understood to be Eastern Standard/Daylight Savings (US) unless otherwise noted.

All bid materials must be signed in ink. Facsimile signatures are unacceptable. Proposals must be signed by an authorized agent of the company. Late proposals will not be considered.

Prices quoted must be available for acceptance for at least ninety (90) days after the bid closing date.

NECC reserves the right to accept the proposal deemed best for the Commonwealth of Massachusetts and NECC. The Contract will be awarded to the Vendor who offers the best combination of price, capability and service options as determined by NECC. NECC reserves the right to reject any or all bids, wholly or in part.

March 28, 2022

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SECTION I
INTRODUCTION AND SCHEDULE OF EVENTS

INTRODUCTION: Northern Essex Community College (“NECC”) is soliciting competitive sealed proposals for janitorial services on the Haverhill and Lawrence, Massachusetts, campuses of NECC. NECC is a two-year public commuter college, operating on a semester basis. Additional information is available on the College’s website: www.necc.mass.edu.

SCHEDULE OF EVENTS

Bids Available	March 28, 2022
Pre-Bid Conference	April 4, 2022, 9:00am
Deadline for Written Bidders Questions	April 6, 2022, 9:00am
Responses posted by	April 8, 2022, 9:00am
Bids Due	April 18, 2022, 9:00am
Contract Award	April 29, 2022
Contract Start Date	July 1, 2022
Contract End Date	June 30, 2025
Renewal Options	Optional - Two (2), One (1) year renewals

All questions must be forwarded via email to procurement@necc.mass.edu. Questions may not be submitted by mail, fax or telephone.

All addenda and responses to questions will be posted on www.necc.mass.edu/bids. They will not be mailed, faxed or emailed.

The pre-bid conference will be held, 9:00am, April 4, 2022; Building G, Maintenance Building, on the Haverhill Campus. The meeting will include a tour of the Haverhill and Lawrence campuses and will begin at:

**Northern Essex Community College
Building G, Maintenance Building
100 Elliott Street
Haverhill, MA 01830**

While not mandatory, preference may be given to Bidders who have visited the site.

If NECC is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation or other foreseen circumstances the bid conference will be held at 12:00pm on the next business day. Bid responses will be accepted until 10:00am on the next normal business day.

The date listed for Contract Award is an estimate and supplied only as a courtesy to Bidders.

Responses not in compliance with bid requirements will be deemed non-responsive.

Proposals must include one (1) complete original and three (3) copies and be submitted in a sealed envelope and received at:

**Northern Essex Community College
Procurement Department, B216
100 Elliott St.
Haverhill, MA 01830**

Sealed proposals will be received until April 18, 2022 at 9:00am at which time all proposals will be **opened, read and recorded in room B209, Building B on the Haverhill Campus**. Proposals should be clearly marked **NECC22-FAC001 – Janitorial Services**, submitted in a sealed envelope. Proposals received after this date and time will not be considered. It is the Bidder’s responsibility to ensure this condition is met. Proposals delivered to the College mailroom or receiving dock are NOT acceptable.

SECTION II GENERAL CONDITIONS

IDENTIFIERS:

- Awarding Authority, College- Northern Essex Community College (NECC)
- Bidder, Contractor, Vendor - An individual, corporation or other entity engaged in the business of supplying the services described in this solicitation, which has received a copy of the RFP. By responding to this RFP, the Bidder agrees that they have read and understand this document.
- Contract Manager – NECC Vice President of Administration & Finance/CFO or designee. The Contract Manager shall have the final responsibility in all operational matters pursuant to this Contract. NECC must approve amendments or modifications to the specifications set forth in the Contract, in writing and in advance of implementation or performance.
- Agreement, Contract –Binding agreement between NECC and the Contractor.

CONDITIONS OF THE AGREEMENT: This part of the RFP contains general conditions. The successful Bidder will furnish all personnel, materials, tools and services in conformance with the terms and conditions as outlined in these specifications. All stipulations covered under the RFP are part of the resulting Contract. If the Bidder takes exception to any of the terms or conditions listed in the conditions, it must be noted in his/her bid. No part of these services may be sub-contracted without prior written consent of the Contract Manager.

All addenda and responses to questions will be posted on www.necc.mass.edu/bids. They will not be mailed, faxed or emailed. NECC and the Commonwealth of Massachusetts accept no liability and will provide no accommodation to Bidders who submit a response based upon an out-of-date solicitation document.

The Bidder may not alter the RFP or its components except for those portions intended to collect the Bidder's response (cost pages, etc.). Modifications to the body of the RFP, specifications, terms and conditions or any other documents that would change the intent of this RFP are prohibited. Any modifications other than where the Bidder is prompted for a response will disqualify the response.

PREVAILING WAGES: All work performed under any contract resulting from this RFP must conform to Massachusetts General Laws, chapter 149 sections 26 and 27 for Prevailing Wage Rates. A copy of the Massachusetts Executive Office of Labor and Workforce Development, Department of Labor Standards (DLS) Prevailing Wage Rates are attached. This schedule shall continue to be the minimum rate of wages for said employees during the life of this Contract including Contract extensions. Labor rates for functions not covered under prevailing wage laws must, at a minimum, meet and include the minimum wage rates established by the DLS. Any questions relative to the applicability of any wage rate shall be directed to the DLS.

PROPOSAL COSTS: Bidders must bear all costs associated with their proposals, including preparation, copying, postage and delivery fees. Costs or expenses incurred by Bidders will not be the responsibility of NECC.

CONTRACT: The successful Contractor will be required to sign and submit the Commonwealth of Massachusetts Standard Contract form and Commonwealth Terms and Conditions form within 10 days of the date of award.

BID DEPOSIT: Each bid shall be accompanied by a bid deposit in the form of a bid bond, certified check, treasurer's check or cashier's check issued by a responsible bank or trust company, payable to the Awarding Authority. **Such bid deposit shall be for 5% of the value of the base bid.** Failure to do so will lead to the rejection of the bid. In case of default, the bid surety shall be forfeited to the College.

C.O.R.I/S.O.R.I: The Contractor shall certify with the Contract Manager at the commencement of the Contract that their employees have undergone a Criminal Offender Record Investigations (C.O.R.I) and a Sexual Offender Record Investigation (S.O.R.I) within the preceding three (3) months. An annual certification may take the place of this requirement. The Contractor must also submit certification annually thereafter. This shall be a requirement for all full time, part time and substitute employees. C.O.R.I and S.O.R.I checks must be completed prior to any Contractor employee beginning work at NECC. The Contractor is responsible for all costs associated with C.O.R.I and S.O.R.I checks.

PERMITS: The Contractor shall have complete responsibility for obtaining and maintaining all required permits for operations under this RFP.

OSHA TRAINING: The Contractor shall provide a written copy of the Companies Safety program. The safety program shall meet all Federal, State and Local regulations including the Occupational Safety and Health Act of 1970 (OSHA). All of the Contractor's service and installation employees shall have a certificate outlining they have attended a safety program through a certified safety training program or agency. Contractor shall comply with all OSHA enforcement procedures for occupational exposure to blood-borne pathogens. All employees must have received minimum federal training on blood-borne pathogens, handling of hazardous materials, and instruction in the right-to-know laws and are fully able to understand Safety Data Sheets and other published notices before being allowed to work on NECC property. Training procedures, records and documentation of instructor qualifications or certification shall be submitted to NECC.

AWARDING: The Contract will be awarded to the Vendor who offers the best combination of price, capability and service options as determined by the College. The lowest bid does NOT constitute the winning bid. NECC reserves the right to award or reject any and all proposals in whole or in part, and to waive technical defeats, irregularities, and omissions if, in its judgment, the best interests of the Commonwealth of Massachusetts and NECC will be served. No financial claim for any payment whatsoever shall be brought against the College for any contract delays.

If a discrepancy occurs between the unit price and the extended price, the College will be bound by the LOWER price. Corrections and/or modifications received after the closing time specified will not be accepted.

COLLEGE PROPERTY AND SECURITY: Any damage occurring due to Work or related activities under this Contract shall be repaired at the Contractor's expense and to the satisfaction of the College.

The College can neither accept nor assume responsibility for the security of the Contractor's equipment if stolen or vandalized.

The Contractor shall confine all equipment in areas directed by the College and shall not unreasonably encumber the area.

The Contractor shall make no alterations nor erect any signs on the premise without authority from the Contract Manager. Such permission will be in writing.

The Contractor shall not represent his/herself to be an employee or agent of NECC. The use of the College's name on letterhead, billheads and signs or in any other manner by the Contractor is not permitted.

The Contractor shall comply with all policies and procedures promulgated by NECC.

The Contractor shall not sublet any of the assigned premises for conducting business without the written permission of the College.

Should the Contractor default in any of its undertakings under this Agreement, it is expressly understood and agreed that the College may, at its option, terminate the Agreement effective seven (7) days after written notice has been sent. The College may terminate this Agreement at any time, without prior notice, if the Contractor should become bankrupt or otherwise financially insolvent or there should there be an assignment of assets for the benefit of creditors, which diminish the College's rights, services or ability to take any action for its staff, students and visitors.

At the termination or cancellation of the Agreement, the Contractor shall give up and deliver to the College the premises promptly and in as good condition as at the time of commencement of the Term. The Contractor shall remove all its detachable equipment unless otherwise agreed upon by the College, subject to any lien, which the College may have to secure any unpaid charges due under this Agreement.

The Contractor shall consider any recommendations by the College regarding dismissal of any of the Contractor's employees whom the College finds undesirable. In this matter, the College's recommendation shall be final and binding unless there are mitigating circumstances which will be made known to the College.

The Contractor shall be responsible for all breakage and damage to property (real and personal) that may occur as a result of the fault, negligence or non-performance of duty on the part of her/himself or her/his employees in connection with the performance of the Work herein specified. Repair or replacement of any such damage shall commence by the Contractor within forty-eight (48) hours after notification of such damage and shall be completed expeditiously to the satisfaction of the Contract Manager.

GUARANTY AND WARRANTY: The Contractor shall pay to the College all expenses, losses and damages incurred as a consequence of any defect, omission, negligence or error by the Contractor's employees, its Subcontractor's or its Subcontractor's employees.

DISCRIMINATION AND SEXUAL HARASSMENT: NECC does not discriminate based on race, color, national origin, sex, sexual orientation, religion, age or handicap in admission, access to, treatment or employment in its programs and activities.

The Contractor must comply with the terms of the College's policies on discrimination & sexual harassment issues while carrying out their activities on College property. Copies of the College's harassment policies may be obtained in Human Resources.

Northern Essex Community College is an affirmative action/equal opportunity employer and does not discriminate on the basis of race, color, national origin, sex, disability, religion, age, veteran status, genetic information, gender identity or sexual orientation in its programs and activities as required by Title IX of the Educational Amendments of 1972, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VII of the Civil Rights Act of 1964, and other applicable statutes and college policies. The College prohibits sexual harassment including sexual violence. Inquiries or complaints concerning discrimination, harassment, retaliation or sexual violence shall be referred to the College's Affirmative Action and/or Title IX Coordinator, the Massachusetts, Commission Against Discrimination, the Equal Employment Opportunities Commission or the United States Department of Education's Office for Civil Rights.

Non-Discrimination in Employment: The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, age, sex, sexual orientation, gender identity, religion, genetic information maternity leave, military service, marital status or disability. The Contractor agrees to comply with applicable federal and state statutes, rules and regulations prohibiting discrimination in employment, including Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act of 1990, Massachusetts General Laws, Chapter 151B and all administrative and executive orders, where applicable.

The College reserves the right to disqualify any Contractor, person or entity seeking to provide services to the College that fails to adhere to the prohibitions against discrimination in employment that are contained in this section.

PROTECTION OF LIVES AND HEALTH: The Contractor shall comply with all Federal, State and local laws, ordinances, rules, orders, regulations and codes in completing work under this contract.

The Contractor shall comply with all Federal, State and local laws, ordinances, rules, orders, regulations and codes regarding transporting, handling, storage, removal and disposal of all flammable, regulated and/or unregulated materials required for the work covered under this contract and shall be responsible for all associated fees and/or charges.

The Contractor shall take all precautions for preventing injuries to persons and property in or about the worksite.

The Contractor shall not permit smoking by employees on campus, nor allow the use of intoxicating beverages or non-prescription controlled substance drugs upon or about the worksite.

The Contractor shall assume the defense of, indemnify and save harmless the College, its officers and employees from all claims relating to labor performed or furnished; of injuries to any person or corporation received or sustained by or from the Contractor, their employees and/or subcontractors and any subcontractor's employees, in performing the work or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Contractor and his/her employees therein engaged.

Should the College Administration deem that the Contractor is not abiding by the provisions of this section or that a serious, unsafe condition exists which threatens the health, life, safety or property of the College community, an immediate suspension of operation - without additional expense to the College - may be ordered until such unsafe acts or conditions are corrected.

The Contractor's failure to comply with any of the requirements of this RFP shall be cause for immediate termination of the Contract.

The Contractor shall keep itself fully informed of all existing and future Federal, State, County and municipal laws, orders, ordinances, rules, policies, procedures and regulations. This includes but is not limited to OSHA regulations and

health codes as well as those pertaining to affirmative action, equal opportunity and anti-discrimination as they pertain to persons engaged or employed in the workplace or to the materials and equipment used or employed in the work of all such orders and decrees of bodies or tribunals having jurisdiction or authority over same and all provisions required by law to be made part of this Agreement which provisions are hereby incorporated by reference and made part hereof.

CONTRACTOR'S LIABILITY INSURANCE: The Contractor agrees to furnish and keep in full force during the Term of the Agreement, worker's compensation and employer's liability insurance covering all persons employed by the Contractor who are engaged in the performance of the services rendered to the College. The Contractor shall include a provision that there will be no right of subrogation against the College in the event of a workers' compensation or liability insurance payment.

The Contractor shall have and maintain without deductibility, Contractor's Public Liability and Property Insurance and Contractor's Protective Public Liability, Protective Property Damage Liability Insurance and Comprehensive Automobile Liability in not less than the following amounts:

Worker's Compensation

Worker's compensation must include and cover working executives and owner/operators.

1) State	Statutory
2) Applicable Federal	Statutory
3) Employer's Liability Each Accident	\$1,000,000
Disease policy limit	\$500,000
Disease per employee	\$100,000

Comprehensive General Liability

(Including Premises-Operations: Independent Contractor's Protective: Products and Completed Operation Broad Form Property)

1) Bodily Injury	
a) Each Person	\$1,000,000
b) Annual Aggregate	\$1,000,000
2) Property Damage	
a) Each Occurrence	\$1,000,000
b) Annual Aggregate	\$1,000,000

Contractual Liability

Bodily Injury	
a) Each Occurrence	\$1,000,000

Property Damage

a) Each Occurrence	\$1,000,000
b) Annual Aggregate	\$1,000,000

Personal Injury with Employment Exclusion deleted

1) Annual Aggregate	\$1,000,000
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Comprehensive Automobile Liability

Bodily Injury

a) Each Person	\$1,000,000
b) Each Occurrence	\$1,000,000

Property Damage

a) Each Occurrence	\$1,000,000
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Umbrella Policy

\$5,000,000

Each certificate or instrument shall contain a valid provision of endorsement that the policy may not be canceled, terminated, changed or modified without giving thirty (30) days written notice thereof to the College and that the insurance company waives their right to subrogation and indemnification against the College and the Commonwealth of Massachusetts.

All insurance policies required herein shall contain the following provision or its equivalent with the same meaning and intent:

“The insurance company waives any right of subrogation and indemnification against Northern Essex Community College, its trustees, officers, employees or their agents, or the Commonwealth of Massachusetts which may arise by reason of any payments under this policy”.

Insurance certificates are to be delivered to:
Northern Essex Community College
Procurement Department, B216
100 Elliott Street
Haverhill, MA 01830

The Contractor shall submit to the College, promptly upon bid award, copies of all required insurance certificates to cover all damage to College property or private property and personal injury including but not limited to student, faculty, staff or visitor automobiles on campus grounds.

The Contractor shall be liable for damage through the entire Term of the Contract.

The Contractor certifies that its employees are covered under an unemployment compensation program.

The Contractor must annually provide copies of appropriate licensing for all employees who may operate equipment under this Contract. The Contractor may not use an employee for which a current and appropriate license has not been submitted. The College reserves the right to verify all licensing.

CONTRACT TERMINATION: The successful Bidder will be required to enter into a Contract containing the following provisions:

NECC reserves the right to terminate this Contract with or without cause or if the successful Bidder fails to comply with the provisions of the Contract. The College reserves the right to terminate any and all parts of this Contract specification due to lack of or reduction in financial appropriations that fund this Contract.

GENERAL PROVISIONS: The Contractor agrees that upon written direction by the College, setting forth, reasonable cause, the Contractor will remove from service under the Contract any of its employees or equipment.

The Contractor shall not subcontract any portion of this Contract unless approved in writing by the Contract Manager.

All bid prices shall remain firm for at least ninety (90) days after the bid closing date and throughout the Term of the Contract including renewal options.

NECC shall have the right at reasonable times upon reasonable notice to examine the books, records and other compilations of data which pertain to the performance of provisions and requirements of this Contract.

If the Bidder takes exception to any of the terms or conditions listed in the specifications, it must be so noted in his/her bid. The College reserves the right to reject any bid proposal that is not in full compliance with the contract specifications; reject any or all bids wholly or in part; to waive technicalities or minor deviations; to make awards in a manner deemed in the best interest of the College; and to correct any award or specification erroneously made as a result of a clerical error on the part of the College.

Proposals must be made on the forms supplied by the College. Should the Bidder find discrepancies in or omissions from the specifications or shall be in doubt as to their meaning, he/she shall at once notify the College in writing. The College will not be responsible for any oral instructions. In turn, if the College desires, it will notify the other Bidders in writing. Any bulletins and/or addenda issued during the time of bidding are to be covered in the proposal and closing the Contract thereof and are to be considered binding aspects of the final Contract.

The College shall execute a letter of Agreement within ten working days of Contract award to the successful Bidder. At this time, the Contractor is required to complete and return the Commonwealth of Massachusetts Standard Contract Form, the Commonwealth of Massachusetts Terms and Conditions and a W9.

NECC participates in the Minority Business Enterprise Program (MBE) as directed by Executive Order 237.

The Contractor agrees to comply with all state and federal immigration laws.

Pursuant to M.G.L. c.62C, Section 49A, the Contractor certifies that it has complied with all Federal and State tax laws.

The College is exempt from Federal Taxes and Massachusetts Sales Taxes. Prices quoted shall not include taxes.

COVID 19 VACCINATION POLICY:

The Contractor shall comply with pandemic-related federal, state and local public health orders and CDC guidance as well as all applicable College policies, including the [COVID-19 Vaccine Policy of the Massachusetts Community College System for Employees \(“Policy”\)](#). The Contractor hereby certifies that anyone it assigns or dispatches to work onsite at the College must be fully vaccinated for COVID-19, as defined by the Policy. The Contractor agrees that anyone not in compliance with the Policy shall not be assigned or dispatched to the College. Contractors shall be responsible for maintaining records related to its compliance with the Policy, and the College reserves the right to request certification from the contractor demonstrating that it is in compliance with the Policy.

CONFLICT OF INTEREST: A Bidder filing a proposal thereby certifies that the proposal is made in good faith, without fraud, collusion or connection of any kind with any other Bidder, and that the Bidder is competing solely in its own behalf without connection with, or obligation to any undisclosed person or firm.

CONTRACTOR EMPLOYEES: Contractor shall be responsible for insuring their employees meet all legal requirements for employment in the United States and the Commonwealth of Massachusetts.

The Contractor shall provide the NECC Contract Manager with the names of all Contractor employees working at NECC in advance of assignment to the NECC account and on an as needed basis.

The Contractor agrees that all employees will be dressed in distinctive, clean, neat-appearing uniforms provided and paid for by the Contractor. The Contractor will ensure that his/her employees wear proper and neat appearing footwear while executing this Contract.

CLARIFICATION OF PROPOSALS: Any Vendor submitting a proposal may be required to discuss or clarify their proposal with the selection committee at any time during the procurement process. Only the Procurement department, at their discretion, shall make requests for such discussion or clarification.

The selection committee is not required to seek clarification of Vendor proposals. Therefore, the Vendors should be as clear and unambiguous as possible in their responses to the specifications and be certain of their procedural specifications.

AWARD RECOMMENDATION: The Procurement department will recommend to the NECC Board of Trustees for their approval that a Contract be awarded to a responsible and responsive Vendor that best meets the performance and business specifications and has the most cost-effective financial package.

RETURN OF PROPOSALS: NECC shall be under no obligation to return any proposals or materials submitted by a Vendor in response to this RFP.

CANCELLATION OF RFP: NECC retains the right to cancel this RFP or any portion thereof at any time prior to the execution and approval of a Contract, in which event all proposals received in response to this RFP or the relevant portion thereof will be rejected. The College reserves the right not to award a Contract if, at the sole discretion of the College, it is in the best interests of NECC to re-bid or determine an alternate means to provide these services at the College campuses. Should this RFP be cancelled, all expenses related to the preparation of responses to this RFP remain the responsibility of the Vendor.

AMENDMENTS TO THE CONTRACT: NECC reserves the right to amend the Contract arising from this RFP and in particular, to add or remove services at a mutually agreed upon cost.

PREPARATION OF PROPOSAL: The accuracy and detailed completion of this proposal is essential. Omissions and/or equivocal statements will be construed against the Vendor. Since the successful proposal will be incorporated into the Contract, Vendors are cautioned not to make claims or statements to which they are not prepared to commit contractually.

It is essential that the instructions contained in this RFP be followed strictly for the accurate and timely evaluation of proposals. A proposal may be deemed non-responsive, at the Procurement department's discretion, if a Vendor fails to comply with the instructions in this part of the RFP.

Proposals are to include:

- a. Include the name, title, address, email address and telephone number of one individual who can respond to requests for additional information.
- b. Include the name, title, address, email address and telephone number of one individual who is authorized to negotiate and sign a contract for the Vendor.

ACCESS TO VENDOR RECORDS: At all times during the Term of the Agreement, the Vendor shall make available to NECC upon request, any and all records pertaining to the Vendor's operations as they pertain to the Agreement. Records to be made available include, but are not limited to, employee training relative to blood-borne pathogens and hazardous materials.

GOVERNANCE: The Contract as described in the specifications shall be governed by and construed by the Laws of the Commonwealth of Massachusetts and will constitute the entire Agreement between parties. The Contract specifications may not be varied unless specified in writing and signed by both parties.

PRODUCTS/SUPPLIES: "Products and services purchased by state agencies must be in compliance with Executive Order 515, issued October 27, 2009. Under this Executive Order, Executive Departments are required to reduce their impact on the environment and enhance public health by procuring environmentally preferable products and services (EPPs) whenever such products and services perform to satisfactory standards and represent best value, consistent with 801 CMR 21.00. In line with this directive, all contracts, whether departmental or statewide, must comply with the specifications and guidelines established by OSD and the EPP Program. EPPs are considered to be products and services that help to conserve natural resources, reduce waste, protect public health and the environment and promote the use of clean technologies, recycled materials, and less toxic products." In addition, NECC must approve all products and consumable supplies provided by the Vendor.

SECTION III
RFP SPECIFICATIONS AND SCOPE OF WORK

SERVICE AND STAFFING: The Vendor must demonstrate the capability to service NECC facilities seven (7) days each week. Service is required daily but exact hours are subject to change based on operating hours and class/event schedules. Vendor must provide adequate staffing to ensure the cleanliness of all NECC facilities are maintained at the highest possible standards. The Vendor shall supply personal supervision to the Work and shall employ a competent supervisor during the progress of the Work. The Vendor shall employ a sufficient number of competent workers who are thoroughly experienced in this type of Work. For each shift, day and evening, a worker must be continuously on-site for Haverhill and Lawrence, readily available to NECC representatives to address any concerns. The worker must be able to communicate in English, verbal and written. Sufficient substitute personnel must be available in the event of personnel absenteeism. Project work, such as floor refinishing and carpet extraction, will be scheduled during authorized periods with the Contract Manager. Vendor must be able to provide adequate staff to meet the needs of Special Events on campus such as Commencement or any other major event held on campus. Any extra hours will be coordinated by the Events Coordinator or designee. Rates must be listed on the Pricing Sheet.

Vendor must provide an organization chart and written staffing plan to satisfy all the requirements, specifications and Scope of Work as outlined in Section III and throughout the RFP.

TERM: The Contract will begin on July 1, 2022, for a period of three (3) years with the option to renew for two (2) one (1) year Terms.

EQUIPMENT: The Contractor will be responsible for providing all equipment necessary to meet the terms of this RFP throughout the Term of the Contract and is responsible for proper compliance with all such equipment requirements.

TRASH & RECYCLING: Vendor is responsible for removal of all trash/waste and bottle/can/glass/paper recycling from building and placing it in appropriate receptacles provided by NECC and as directed by Contract Manager.

EVALUATION OF PROPOSALS: College representatives may decide with Bidders to visit sites where they currently provide maintenance services. NECC is not bound to accept any proposal based on price alone. The College further reserves the right to reject any and all proposals and will be the sole judge as to whether the Vendor's proposal has or has not satisfactorily met the requirements of the RFP.

CONTRACT AWARD: Following Contract Award, the Contractor shall have the account manager meet with the Contract Manager at NECC regarding the manner in which the services are to be implemented.

PRICE LIMITATION: The Bidder must agree that no other state or public entity customer within the Commonwealth of Massachusetts of similar size and with similar terms and conditions shall receive a lower price for the same commodity and service during the Contract Term, unless this same lower price is immediately effective for the Commonwealth. If the Commonwealth believes that it is not receiving this lower price as required by this language, the Bidder must agree to provide current or historical pricing offered or negotiated with other state or public entities at any time during the Contract Term in the absence of proprietary information being part of such Contracts.

SCOPE OF WORK

SERVICE LOCATIONS:

Building Locations (see attached campus maps)	Property Type	Approx. Sq. Ft
Haverhill Campus- 100 Elliott St		
Bentley Library (A)	State	47,071
General Services Center (B)	State	48,739
Spurk Building (C)	State	88,829
Sports and Fitness Center (D)	State	44,800
Science Building (E)	State	44,113
Maintenance Building (G)	State	10,800
Behrakis Student Services Center (SC)	State	44,000
Hartleb Technology Center (TC)	State	30,410
Haverhill Campus- 160 Merrimack St		
Haverhill Heights (HH) NECC Culinary offices 2 nd & 3 rd Floor – culinary labs are excluded from cleaning services	Leased	10,989
Haverhill Heights (HH)- MassHire Career Center, 2 nd floor Office Suite	Leased	1,703
Lawrence Campus		
John R. Dimitry Building (L), 45 Franklin St	State	63,244
Louise Haffner Fournier Education Center (LA), 78 Amesbury St	State	20,000
420 Common Street (LH) – NECC Space, 1st and 3 rd Floor – 1 st floor kitchen is excluded from cleaning services.	Leased	5,200
420 Common Street (LH) – MassHire Career Center, 2 nd Flr, & breakroom 2 nd flr	Leased	9,800
Dr.Ibrahim El-Hefni Allied Health Tech Ctr (LC), 414 Common St	State	43,175
Estimated Total Square Footage (both campuses)		507,673

Room Types (estimate)	Room Count (estimate)
Academic Labs	55
Auditorium-Lecture Hall A	1
Break-Rooms	15
Classrooms/Multi-Purpose Rooms	140
Computer labs	40
Conference Rooms	30
Elevators	10
Gymnasium	1
Health Fitness Center	3
Libraries	2
Locker Rooms	3
Lounge Areas	25
Mail Rooms	4
Offices	275
Restrooms	110
Roof Deck	2
Stairwells	25
Theatre	1
Vestibules/Entry Ways/Lobbies/Corridors	57

SPECIAL EVENTS: Special Events are events deemed by the NECC Contract Manager or Events Coordinator that may require additional services, or a change in regular service, to accommodate the needs of the College. The Contract Manager or Events Coordinator will be responsible for coordinating all Special Event requests to the Vendor, and when applicable at a mutually agreed upon cost based on hourly rate in pricing sheet. Such services may include, but are not limited to:

- Spot cleaning of rugs after special events
- Window and door washing
- Entryways, hallways and conference rooms to be free of dirt, sand, and salt on the floors, and waxed when applicable
- Any metal/stainless steel in the room including the walls, doors and trash barrels to be free of stains and fingerprints

GYMNASIUM: The Contractor will be responsible for providing all equipment necessary to meet the needs of the Gymnasium in order to ensure proper cleaning and sanitation services. Such services may include, but are not limited to:

- Proper washing of the gym floor prior to home athletic events and proper washing after special event usage (scheduled to be provided by Contract Manager)
- Daily dry-mopping of the gymnasium
- Daily vacuuming of the gymnasium floor rugs
- Monthly sweeping and mopping of the bleachers

MANDATORY SERVICE COMPONENTS: All public areas must be cleaned to the ISSA Level 3 standards. The standards are as follows:

ROUTINE CLEANING:

Vestibules/Entry Ways/Lobbies/Corridors:

Daily:

- Empty, clean and re-line trash containers
- Check ceilings for cobwebs
- Clean and sanitize water fountains
- Clean brass/metal doorknobs, rails, push-plates, kick-plates
- Clean ceramic, concrete, terrazzo and resilient tile floors
- Dust-mop and spot-mop floors and handrails
- Clean glass
- Vacuum floors and mats
- Spot-clean walls and treads

Note: Due to heavy use, lobbies, entryways and vestibules will need frequent service throughout the day. Since they give the first impression of the facility, it is important that they be maintained in as high a standard as possible.

Weekly:

- Buff floors with machine brush or pad, spay-buff resilient tile and terrazzo floors
- Dust all surfaces
- Damp-mop treads
- Wash and sanitize handrails
- Empty recycling

Monthly:

- Clean baseboards

Offices, Conference Rooms, Mail Room, Multi-Purpose Rooms, and Break Rooms:

Daily:

- Empty, clean and re-line trash containers
- Check ceilings of cobwebs
- Clean brass/metal doorknobs, rails, push-plates, kick-plates

- Dust-mop and spot-mop floors
- Spot-clean glass in doors and partitions
- Spot-mop uncarpeted floors
- Vacuum high traffic areas

Weekly:

- Sanitize public telephones
- Vacuum carpeted areas and mats
- Dust all surfaces
- Empty recycling

Monthly:

- Clean baseboards
-

Tech Center (TC) Prep Kitchen:

Weekly or as instructed by the Director of Auxiliary Services

- Empty, clean and re-line trash containers
- Clean and sanitize all surface areas
- Clean ceramic, concrete, terrazzo and resilient tile floors
- Clean glass

Roof Deck:

Daily:

- Clean door glass
- Clean entrance to roof deck of trash and debris

As needed:

- Wash and sanitize tables and railings
- Empty, clean and re-line trash containers
- Clean brass/metal doorknobs, rails, push-plates, kick-plates
- Clean floors

Restrooms, Locker Rooms and Health and Fitness Center:

Daily:

- Empty, clean and re-line trash containers
- Check ceilings for cobwebs
- Clean and disinfect any spillage or soiled spots on floor
- Clean brass/metal doorknobs, rails, push-plates, kick-plates
- Remove graffiti
- Clean basins, toilet seats, and other fixtures
- Spot clean all walls, partitions, doors, doorframes and mirrors
- Clean and sanitize sinks, urinals, toilets and showers
- Replenish paper supplies, hand soap, deodorizers, etc.
- Clean and sanitize floor
- Disinfect all showers and shower fixtures

Note: Public restrooms should be fully stocked for the start of each day. High traffic public restrooms are to be checked multiple times per shift to ensure that they remain clean, fully stocked and presentable at all times.

Weekly:

- Clean base of toilets
- Damp-wipe partitions with disinfectant
- Damp-wipe and sanitize vertical surfaces
- De-lime urinals
- Dust all horizontal surfaces and vents

Monthly:

- Machine scrub floors
- Thoroughly wash walls
- Thoroughly sanitize restroom

Note: Vendor will not be responsible for supplying feminine hygiene product dispensers in restrooms.

Lounges, Libraries, Auditoriums, Gymnasium and Theatre:

Daily:

- Empty, clean and re-line trash containers
- Check ceilings for cobwebs
- Clean and sanitize water fountains
- Clean brass/metal doorknobs, rails, push-plates, kick-plates
- Clean ceramic, concrete, terrazzo and resilient tile floors
- Dust-mop and spot-mop floors and handrails
- Clean glass
- Vacuum floors and mats
- Spot-clean walls and treads
- Dry-mop gymnasium
- Vacuum gymnasium floor rugs

Weekly:

- Buff floors with machine brush or pad, spray-buff resilient tile and terrazzo floors
- Dust all surfaces
- Damp-mop treads
- Wash and sanitize handrails
- Disinfect telephones and clean furniture
- Empty recycling

Monthly:

- Clean baseboards
- Wipe handrails and railings with disinfectant

Classrooms, Computer Labs, Academic Labs:

Daily:

- Empty, clean, and re-line trash containers
- Clean brass/metal doorknobs, rails, push-plates, kick-plates
- Spot mop floors. If carpeted, remove all spots and stains
- Spot clean all surfaces as necessary
- Check ceilings for cobwebs
- Dry-mop floors

Weekly:

- Thoroughly dust all surfaces
- Clean internal glass windows
- Dry mop or vacuum thoroughly, including corners and edges
- Spot clean walls
- Clean desk tops (graffiti)
- Thoroughly wet mop floor (if tiled) with sanitizing solution
- Remove residue/wash/wipe tile and/or glazed walls
- Dust computer glass screens (as applicable)
- Vacuum floors
- Empty recycling

Monthly:

- Buff sealed concrete floors coated with floor finish or floor wax
- Dust blinds and window coverings (when applicable)
- Dust vents, high corners and ledges

Stairwells and Elevators:

Daily:

- Sweep or vacuum to remove all dust and debris
- Spot clean walls and handrails
- Spot clean doors and doorframes

Weekly:

- Thoroughly sweep or vacuum and wash to remove all dirt and debris
- Thoroughly dust all surfaces, stair supports, risers, standpipes, etc.
- Remove residue/wash/wipe tile and/or glazed walls
- Clean internal glass windows
- Polish all stainless steel
- Clean tracks

Graffiti Removal: Graffiti will be removed each night from all areas of the College. Any Graffiti determined to be of racial, ethnic, or sexually harassing nature, or gang related, must be reported in writing to the Director of Public Safety or designee.

Biological and Common Spills: Clean as soon as possible, following the proper procedures.

Note: On each shift there will be one person trained in the proper methods of bodily fluid, biological and chemical disposal.

SPECIAL SERVICES:

Exterior Window Cleaning: Exterior windows to be cleaned annually in the Spring (April/May) before Commencement. The cost should be listed on the appropriate line of the Pricing Sheet (Special Services). Any and all property damage including glass broken as a result of the window washing will be repaired or replaced immediately by the Contractor at no added expense to the College.

Note: If the Contractor uses a subcontractor for work under this Contract, they assume the responsibility to ensure that subcontractor employees are paid the appropriate Prevailing Wage rate and abide by the Terms and Conditions of this RFP and resulting Contract.

Floor Cleaning: The following services are to be completed upon request on a biannual basis. Exact scheduling of these services will be determined by the Contract Manager and scheduled so as not to interfere with classes. These costs should be listed on the appropriate line of the Pricing Sheet (Special Services).

- **Deep Carpet Extraction/Wash** -All carpeted areas to be completed biannually upon request.
- **Strip and Wax Refinish**-All non-carpeted floors to be completed biannually upon request.

ALTERNATES: Alternate 1 asks the Vendor to list the cost to the College if the Vendor is to supply the consumable products such as cleaning supplies, paper products, trash liners, soaps etc. necessary for the performance of duties listed in Section III. NECC reserves the right to accept Alternate 1 if it is in the best interest of the College and the Commonwealth. Products/Supplies will be of the highest quality and listed on OSD's Approved Green Products List. The Vendor must submit an Itemized List of Required Consumable Supplies as part of the bid submission and if awarded, the Vendor will provide to NECC the specifications (Safety Data Sheets) and brand names of all chemicals. The Vendor must provide this information to NECC prior to starting Contract. The Vendor shall use "green" labeled chemicals where reasonably available and that meet high quality standards.

VENDOR RESPONSIBILITY AND OPTIONS

Key Policy-NECC will provide the Vendor with keys necessary to gain access to areas to be cleaned. Security of these keys is the responsibility of the Vendor. Keys are not to be removed from the premises at any time and shall not be duplicated by the Vendor for any purpose. **In the event of lost keys, the Vendor will be responsible for re-keying of areas/doors compromised. Keys shall be deemed lost if they are unaccounted for more than 24 hours. Vendor shall be financially responsible to the College for additional security staffing costs, to protect College property, until such time that re-keying is completed.**

VENDOR POLICY AND PROCEDURES: At the start of the Contract, it will be the responsibility of the selected Vendor to develop a *Policy and Procedure Manual* specific to NECC facilities, which details all items such as fixtures, surfaces, furniture, areas, stairways, offices and the specific procedure to be performed on each item. This will include frequencies and intensity of cleaning, i.e. daily, weekly, monthly, annually, etc. The Manual will become the property of NECC. The Manual will be modified as changes occur, and reviewed every twelve (12) months.

SECTION IV
PERFORMANCE SPECIFICATIONS

QUALITY ASSURANCE: Vendor will provide a quality assurance report weekly to the NECC Contract Manager to verify that NECC standards and service requirements and specifications of this RFP are met. NECC reserves the right to employ an independent consultant to perform monthly quality assurance inspections to ensure that the highest standards are met.

PAYMENT PROCEDURE AND TERMS: Vendor will submit an invoice for the previous month's service. Invoices shall be for the per month contract amount with separate invoices submitted for any and all additional work outside the set Contract responsibilities. All invoices must be itemized by building location. Invoices are net 45.

The Commonwealth of Massachusetts or its agent, NECC, will make payment for equipment or services after COMPLETE delivery to the satisfaction of the College.

All Bidders responding to this procurement are encouraged to offer discounts through participation in the Commonwealth Prompt Payment Discount (PPD) initiative for receiving early and/or on-time payments (see attached form).

MEETINGS: Vendor representative will meet with NECC Contract Manager monthly to review performance of the Vendor. NECC reserves the right to initiate meetings that are more frequent.

ADMINISTRATIVE REQUIREMENTS:

Policy and Procedure Manual

Vendor must provide a copy of their current policy and procedure manual for review by NECC. The manual will be returned to Vendor at the conclusion of the selection process.

Account Manager

For purposes of Contract management, the Vendor must provide an individual who will be named the Account Manager for the duration of the Contract. The role of Account Manager will be to serve as the liaison between the Vendor and NECC. This Account Manager will represent the Vendor for all NECC Community College locations.

At a minimum, the Account Manager and one worker per shift/per campus are required to carry a cell phone to aid in communication with the College. All Vendor employees must be able to communicate with each other while on campus.

Employee Identification

The Vendor shall provide the Contract Manager for NECC with the names of all Vendor employees working at NECC in advance of assignment to the account. Each employee's standard hours and areas of responsibility must also be provided.

SECTION V
REQUIRED FORMS

Required Forms and Submissions to accompany the Bid to be tabbed in the following order.

1. Pricing Sheet (Form Included)
2. Statement of Financial Strength (Form Included)
3. Statement of Tax Compliance (Form Included)
4. Certificate of Non-Collusion (Form Included)
5. Vendor Authorized Signature Verification Form (Form Included)
6. Affirmative Action Plan Form or Submission (Form Included)
7. Business Reference & Question Form (Form Included)
8. Commonwealth of Massachusetts Prompt Pay Discount Form (Form Included)
9. Executive Order 481 – Contractor Certification (Form Included)
10. Bid Deposit (as outlined, Section II)
11. Staffing Plan (as outlined, Section III, RFP Specs & SOW)
12. Itemized List of Required Consumable Supplies (as outlined, Pricing Sheet)
13. Vendor Policy & Procedure Manual (as outlined, Section IV, Administrative Requirements)

The successful Contractor will be required to sign and submit the following forms within 10 (ten) days of the date of Award. These forms are attached for reference.

- Commonwealth of Massachusetts Standard Contract
- W-9

Pricing Sheet

A. PRICING: The undersigned proposes to furnish all labor and materials required for NECC22-FAC001 Janitorial Services for the total Contract price specified below, subject to additions and deductions according to the terms of the specifications. Contractor must supply and honor the stated pricing for 5 years. The College reserves the right to renegotiate or conduct a RFP process at the end of Year 3.

B. ADDENDA: This bid includes acknowledgement of addenda number(s) _____, _____, _____.

C. BASE BID PRICING: Includes Building Cleaning Services, Special Services, Day Porters

Mandatory Service Component – Building Cleaning Services	Year 1 (7/1/22- 6/30/23)	Year 2 (7/1/23- 6/30/24)	Year 3 (7/1/24- 6/30/25)	Year 4* (7/1/25- 6/30/26) *Renewal	Year 5 * (7/1/26- 6/30/27) *Renewal
Haverhill Campus					
Bentley Library (A)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
General Services Center (B)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Spurk Building (C)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Sports and Fitness Center (D)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Science Building (E)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Maintenance Building (G)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Behrakis Student Services Center (SC)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Hartleb Technology Center (TC)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Haverhill Heights (HH)- NECC space	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Haverhill Heights (HH)- MassHire space	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Lawrence Campus					
John R. Dimitry Building (L)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Louise Haffner Fournier Ed Center (LA)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
420 Common Street (LH)- NECC Space	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
420 Common Street (LH)- Mass Hire Space	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Dr.Ibrahim El-Hefni Allied Health Tech Ctr, (LC)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr

Mandatory Service Component - Special Services	Year 1 (7/1/22- 6/30/23)	Year 2 (7/1/23- 6/30/24)	Year 3 (7/1/24- 6/30/25)	Year 4* (7/1/25- 6/30/26) *Renewal	Year 5 * (7/1/26- 6/30/27) *Renewal
Haverhill Campus					
Exterior Window Cleaning (Annually) – State owned buildings only–see SOW pg 11	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Deep Carpet Extraction/Wash (Bi-annually)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Strip and Wax Refinish (Bi-annually)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr

Lawrence Campus						
Exterior Window Cleaning (Annually) State owned buildings only—see SOW pg 11	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Deep Carpet Extraction/Wash (Bi-annually)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Strip and Wax Refinish (Bi-annually)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Mandatory Service Component - Day Porters	In addition to the routine cleaning services outlined in the RFP, NECC will require two (2) Day Porters for the Haverhill Campus and one (1) Day Porter for the Lawrence Campus for light cleaning and maintenance duties. Hours to be determined by Contract Manager. The Day Porters will have the same requirements outlined for all contracted staff as outlined in the RFP					
	Year 1 (7/1/22- 6/30/23)	Year 2 (7/1/23- 6/30/24)	Year 3 (7/1/24- 6/30/25)	Year 4* (7/1/25- 6/30/26) *Renewal	Year 5 * (7/1/26- 6/30/27) *Renewal	
Haverhill Campus, Two Day Porters –	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Lawrence Campus, One Day Porter	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr

The total proposed contract price is _____ dollars (\$ _____).
(Base Bid Total = Years 1-3 for Mandatory Service Components (Building Cleaning Services, Special Services & Day Porters))

E. EVENT SERVICES: Cost per person, per hour for additional services outside the scope and schedule of this RFP:

Event Services	Hourly Rate of Service
Year 1 (7/1/22- 6/30/23)	\$ /hr
Year 2 (7/1/23- 6/30/24)	\$ /hr
Year 3 (7/1/24- 6/30/25)	\$ /hr
Year 4 (7/1/25- 6/30/26) *Renewal	\$ /hr
Year 5 (7/1/26- 6/30/27) *Renewal	\$ /hr

F. ALTERNATE 1: Consumable products such cleaning supplies, paper products, trash liners, soaps etc. used to complete tasks as specified in Section III. **An itemized list of required consumable chemicals must also be provided in Section V-Required Forms** (See page 18).

Consumables (Cleaning supplies, paper products, trash liners, soaps etc.)	Year 1 (7/1/22- 6/30/23)	Year 2 (7/1/23- 6/30/24)	Year 3 (7/1/24- 6/30/25)	Year 4* (7/1/25- 6/30/26) *Renewal	Year 5 * (7/1/26- 6/30/27) *Renewal
Haverhill Campus					
Bentley Library (A)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
General Services Center (B)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Spurk Building (C)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Sports and Fitness Center (D)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Science Building (E)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Maintenance Building (G)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Behrakis Student Services Center (SC)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Hartleb Technology Center (TC)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr

Consumables (Cleaning supplies, paper products, trash liners, soaps etc.)	Year 1 (7/1/22- 6/30/23)	Year 2 (7/1/23- 6/30/24)	Year 3 (7/1/24- 6/30/25)	Year 4* (7/1/25- 6/30/26) *Renewal	Year 5 * (7/1/26- 6/30/27) *Renewal
Haverhill Heights (HH)- NECC space	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Haverhill Heights (HH)- MassHire space	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
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420 Common Street (LH)- NECC Space	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
420 Common Street (LH)- MassHire Space	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Dr.Ibrahim El-Hefni Allied Health Tech Ctr, (LC)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Consumables Annual Cost	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr

G. CONSUMABLE COSTS: Contractor agrees that consumables costs will not increase during the duration of the Contract.

Date: _____

(Signature of Bidder)

By

(Name and Title of Person Signing Bid)

(Company)

(Business Address)

(City and State)

(Phone & Email)

Statement of State Tax Compliance

Pursuant to M.G.L. Chapter 62C, S 49A, as amended by Chapter 233 of

the Acts of 1983, Section 36, I _____
Name & Title

authorized signatory for _____
Contracting Party

whose principal place of business is at _____
Address

do hereby certify under the pains and penalties of perjury that _____

_____ has complied with all laws
Contracting Party
of the Commonwealth of Massachusetts relating to taxes.

Contracting Party's Social Security or Federal I.D. Number: _____

Authorized Signature

Date

Certification 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.

(Name of person signing bid or proposal)

(Name of Business)

Vendor Authorized Signature Verification Form

Individuals: Individuals have **two options** to verify signature authorization:

1. **Official Sample of Signature.** Signature verification may be accomplished by submitting a copy of a driver's license, passport, social security card, business ID or other official form or identification containing the authorized signatory's signature, **OR**
2. **Notarization.** In the alternative, the Bidder can have their signature notarized in the space below.

Corporations: Corporations have **two options** to verify signature authorization.

1. **Authorization and Clerk Certification:** The Corporate Clerk may certify in the space below that they have witnessed the authorized signatory's signature (made in the Clerk's presence) **AND** that the signatory is authorized to execute contracts and other documents and legally bind the corporation. (**NOTE:** Clerks may not self-certify if they act as Clerk and as an authorized signatory. Alternative documentation should be submitted); **OR**
2. **Authorization and Official Sample of Signature or Notarization** (Complete both "a." and "b." below)
 - a. **Authorization:** The Bidder may attach a copy of a board of directors vote stating that each signatory is authorized to execute contracts and other documents and legally bind the corporation **AND:**
 - b. **Official Sample of Signature or Notarization (Select one option)**
 - **Official Sample of Signature.** Attach a copy of a driver's license, passport, social security card, business ID or other official form or identification containing an example of the authorized signatory's signature **OR**
 - **Notarization.** Have each of the signatory's signature notarized (made in a notary's presence) below.

Partnership or Other Entities

1. **Authorization.** Attach documentation for each signatory of authorization to execute contracts and other documents and legally bind the partnership or other entity **AND**
2. **Official Sample of Signature or Notarization:** (Select one option)
 - a. **Official Sample of Signature** Attach a copy of a driver's license, passport, social security card, business ID or other official form or identification containing the authorized signatory's signature; **OR**
 - b. **Notarization** Have their signature notarized in the space below.

THIS SECTION IS FOR NOTARIZATION OR CORPORATE CLERK CERTIFICATION

PRINT SIGNATORY'S FULL LEGAL NAME: _____

SIGNATURE: (as it will appear on documents) _____

(NOTARY) I, _____ as a notary public certify under the pains and penalties of perjury that I witnessed the signature of the aforementioned signatory on behalf of the Bidder and the individual's identity was verified, on this date: _____, 20 _____. My commission expires on:

OR

(CORPORATE CLERK) I, _____ as corporate clerk of the Bidder/Vendor certify under the pains and penalties of perjury that I witnessed the signature of the aforementioned signatory and the signatory is authorized to execute contracts and other instruments and legally bind the Bidder/Vendor. This date: _____, 20 _____.

AFFIX CORPORATE SEAL OR NOTARY SEAL HERE:

Affirmative Action Plan Form

(Required for procurements of \$50,000 or more - employers only)

Bidder: _____

RFP Name/Title: **NECC22-FAC001 – Janitorial Services**

Pursuant to Executive Orders 227 and 246, any contract with a potential financial benefit of \$50,000 dollars or more requires a Bidder to submit an Affirmative Action Plan. The format for Affirmative Action Plans shall be determined in accordance with the Executive Orders and the procuring department’s secretariat, if the secretariat specifies a format. **If a format has not been specified by the department's secretariat, bidders will be required to complete either A or B below:**

A. BIDDER MUST ATTACH A COPY OF AFFIRMATIVE ACTION PLAN TO RFP RESPONSE.

OR

B. BIDDER MUST COMPLETE THE FOLLOWING CERTIFICATION OF AFFIRMATIVE ACTION PLAN.

IN WITNESS WHEREOF, the Bidder certifies under the pains and penalties of perjury, that as an employer, it is committed to non-discrimination in employment and if selected to execute contracts with the Commonwealth of Massachusetts shall also be committed to procure commodities, services and supplies from certified minority and women-owned business enterprises, businesses owned by individuals with disabilities and businesses owned and controlled by socially or economically disadvantaged individuals, both in the performance of contracts with the Commonwealth of Massachusetts and in the performance of its business generally, as certified by the execution of this certification by an authorized signatory of the Bidder as of the last date indicated below.

X _____
(Signature of Authorized Signatory of Bidder)

PRINT NAME: _____
(Print Name of Authorized Signatory of Bidder)

TITLE: _____
(Print Title of Authorized Signatory of Bidder)

DATE: _____

Business Reference & Question Form

Bidder: _____

RFP Name/Title: **NECC22-FAC001 – Janitorial Services**

The Bidder must provide (indicate a number) 3 business references.

Reference name: _____ Contact: _____

Address: _____ Phone: # _____

URL: _____ Email: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # _____

URL: _____ Email: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # _____

URL: _____ Email: _____

Description and date(s) of commodities and services provided: _____

References will be contacted to confirm the Bidder's abilities and qualifications as stated in the Bidder's response. The department may deem the Bidder's response unresponsive if a reference is not obtainable from a listed reference after reasonable attempts.

Questions
(Please answer in full)

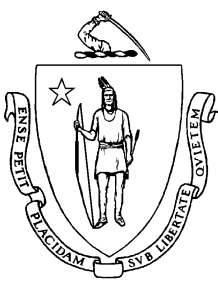
1.) Current Projects (include name of project, owner, contract amount, percent complete and scheduled completion date. (Attached separate sheet if necessary)

2.) Has this business ever defaulted on a contract?

3.) Has this business ever failed to complete any project awarded to it?

4.) List major equipment available

5.) List and provide a brief resume of key personnel available to manage and supervise. (Attached separate sheet if necessary)



COMMONWEALTH OF MASSACHUSETTS
Prompt Pay Discount Form
(Invoice discounts for receiving fast payments)

Revised 3/9/07

Bidder Name: _____
Vendor Code (VCUST): _____
Contract/RFR Number(s): _____

Prompt Payment Discounts (PPD). All contractors/vendors doing business with the Commonwealth must provide a Prompt Payment Discount (PPD) for receiving early payments unless the Contractor/vendor can provide compelling proof that providing a prompt pay discount would be unduly burdensome. Contractors benefit from PPD by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Contractors who agree to accept Electronic Funds Transfer (EFT) increase the prompt pay benefit by ensuring that funds are paid directly to their designated bank accounts, thus eliminating the delay of check clearance policies and traditional mail lead time. Payments processed through the state accounting system (MMARS) can be tracked and verified through the Comptroller's [Vendor Web](#) system using the Vendor/Customer Code assigned to you by a Commonwealth department.

The Commonwealth benefits because contractors reduce the cost of products and services through the applied discount. While Bidders/Contractors have flexibility in determining the actual % discount(s) offered to the Commonwealth, the discount(s) must be identified for 10, 15, 20 and/or 30 days for payment issuance in the column entitled "% Discount Off Proposed Price" below. The Commonwealth may use the prompt pay discounts submitted as a basis for selection and may negotiate discounts as deemed in the best interest of the Commonwealth. The requirement to offer PPD discounts may be waived by the Commonwealth on a case-by-case basis if participation in the program would be unduly burdensome, provided the specific reason for the hardship is outlined below.

All discounts offered will be taken in cases where the payment issue date is within the specified number of days listed below and in accordance with the Commonwealth's Bill Paying Policy. Payment days will be measured **from** the date goods are received and accepted / performance was completed OR the date an invoice is received by the Commonwealth, whichever is later to the date the payment is issued as an EFT (preferred method) or mailed by the State Treasurer. The date of payment "issue" is the date a payment is considered "paid" not the date a payment is "received" by a Contractor.

If internal Bidder/Contractor systems require an alternate method of measuring payment issue dates, the Bidder/Contractor must note the issues below or on an attached page if necessary to be considered by the PMT. In cases where the Bidder/Contractor considers that offering a Prompt Payment Discount would be a hardship, the Bidder must clearly define the issues and reasons for said hardship. *Providing volume discounts or other discounts on prices is not considered a hardship, since the PPD provides the additional benefit of early cash flow for the Contractor.*

Enter the Prompt Payment Discount percentage (%) off the invoice payment, for each of the payment issue dates listed, if the payment is issued within the specified Payment Issue days. For example:

- 5% - 10 Days**
- 4% - 15 Days**
- 3% - 20 Days**
- 2% - 30 Days**

If no discount is offered enter 0%

Prompt Payment Discount %	Payment Issue Date w/in
%	10 Days
%	15 Days
%	20 Days
%	30 Days

The Contractor is unable to provide a prompt payment discount due to the following hardship:

Contractor/Bidder Authorized Signature _____ Date: _____

Contractor/ Bidder Authorized Signatory Print Name and Title: _____

Sensitivity level – high (when filled in) low (when blank)

COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE ORDER 481 - CONTRACTOR CERTIFICATION
PROHIBITING THE USE OF UNDOCUMENTED WORKERS ON STATE CONTRACTS



CONTRACTOR LEGAL NAME:
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS:

Executive Order 481 applies to all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established. As it is the policy of the Executive Branch to prohibit the use of undocumented workers in connection with the performance of state contracts, all contracts entered into after February 23, 2007 require that contractors, as a condition of receiving Commonwealth funds under any Executive Branch contract, make the following certification:

CONTRACTOR CERTIFICATION:

As evidenced by the signature of the Contractor's Authorized Signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of all Executive Branch contracts; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

_____ Date: _____
Contractor Authorizing Signature

_____ Print Name

Title: _____ Telephone: _____

Fax: _____ Email: _____

The Contractor is required to sign this Certification only once and may provide a copy of the signed Certification for any contract executed with an Executive Branch Department. A copy of this signed Certification must be attached to the "record copy" of all contracts with this Contractor that are filed with the contracting Department.



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

ROSALIN ACOSTA
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority: Northern Essex Community College

Contract Number:

City/Town: HAVERHILL

Description of Work: Janitorial Services

Job Location: 100 Elliott Street

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the “Wage Request Number” on all pages of this schedule.
 - An Awarding Authority must request an updated wage schedule from the Department of Labor Standards (“DLS”) if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
 - The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
 - All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
 - The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F “rental of equipment” contracts.
 - Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee’s name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
 - Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
 - Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
 - Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
-

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Janitorial (Cleaning)						
Cleaner, Janitor, Porter (All Employees)	01/01/2022	\$14.75	\$6.40	\$0.60	\$0.00	\$21.75
<i>SEIU 32BJ JANITORIAL CENTRAL MASS</i>	01/01/2023	\$15.50	\$6.61	\$0.60	\$0.00	\$22.71

Additional Apprentices Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentices ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

ROSALIN ACOSTA
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority: Northern Essex Community College

Contract Number:

City/Town: LAWRENCE

Description of Work: Janitorial Services

Job Location: 100 Elliott Street

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the “Wage Request Number” on all pages of this schedule.
 - An Awarding Authority must request an updated wage schedule from the Department of Labor Standards (“DLS”) if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
 - The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
 - All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
 - The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F “rental of equipment” contracts.
 - Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee’s name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
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 - Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
 - Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
-

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Janitorial (Cleaning)						
Cleaner, Janitor, Porter >29 Hrs/Wk. <i>SEIU 32BJ JANITORIAL SUBURBAN BOSTON</i>	01/01/2022	\$16.89	\$6.40	\$0.60	\$0.00	\$23.89
	01/01/2023	\$17.39	\$6.61	\$0.60	\$0.00	\$24.60
Cleaner, Janitor, Porter 29 Hrs. or less/Wk. <i>SEIU 32BJ JANITORIAL SUBURBAN BOSTON</i>	01/01/2022	\$16.64	\$-	\$0.60	\$0.00	\$17.24
	01/01/2023	\$17.14	\$-	\$0.60	\$0.00	\$17.74

Additional Apprentices Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

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**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.




Haverhill Campus

100 Elliott Street

- A Bentley Library**
- B General Services Center**
- C Spurk Building**
- D Sport & Fitness Center**
- E Science Building**
- G Maintenance Building**
- SC Behrakis Student Center**
 - ★ Student Success Hub
 - Bookstore
 - ◆ Student Photo IDs
- TC Hartleb Technology Center**
- HH Haverhill Heights**
160 Merrimack Street
Haverhill, MA
*Parking is available on the street
or in a nearby city lot.*

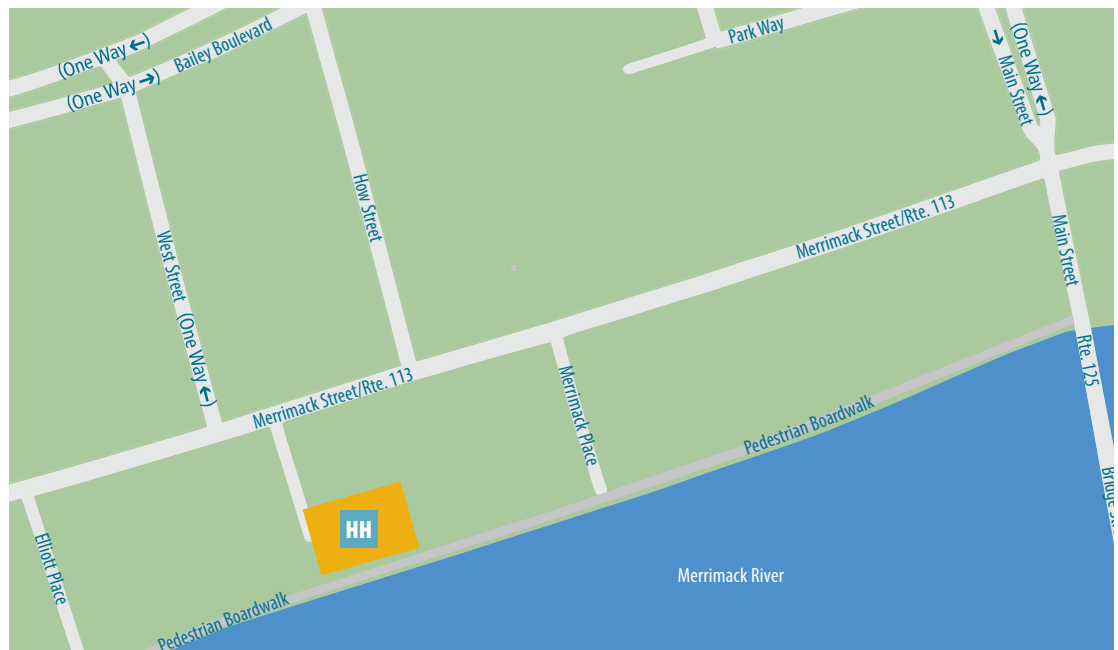


Parking

- VP Visitor Parking**
Parking for visitors, students,
and employees without permits.
- PP Permit Parking**
-  **Intercampus Shuttle Bus**
-  **MVRTA Bus**
Students will need to show their
NECC student ID to ride both
the shuttle and MVRTA busses.
-  **Accessible Parking**

For additional information and directions,
visit www.necc.mass.edu/directions

For the NECC Parking Policy, visit
www.necc.mass.edu/parking



Lawrence Campus

- L** **John R. Dimitry Building**
45 Franklin Street
- Bookstore (Pick up Location — By Appt Only)
- Library
- ◆ Student Photo IDs
- ★ Student Success Hub

- LA** **Louise Haffner Fournier Education Center**
78 Amesbury Street

- LC** **Dr. Ibrahim El-Hefni Allied Health & Technology Center**
414 Common Street

- LH** **420 Common Street**


Parking

- A&C** **Permit/Visitor Parking**

- B&E** **Permit/Validated Parking**
Validation with a current NECC parking permit is available M-F at buildings L, LA, LC, and LH when all other permit lots are full.

- D** **Permit Parking**

-  **Intercampus Shuttle Bus**

-  **MVRTA Bus**
Students will need to show their NECC student ID to ride both the shuttle and MVRTA busses.

-  **Accessible Parking**

-  **Accessible Access to Lots and Sidewalks**

For additional information and directions, visit www.necc.mass.edu/directions

For the NECC Parking Policy, visit www.necc.mass.edu/parking

