

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

Request for Proposals

Custodial Services

Proposal Due Date: **Wednesday September 25, 2024, 3:00 PM**

Proposal Submittal Address: **Newmarket School District
Attn: Janna Mellon
186A So. Main St.
Newmarket, NH 03857**

Mandatory Contractor Conference: **September 11, 2024, at 3:00 PM**
**Newmarket Junior Senior High School
213 South Main St. Newmarket, NH 03857**

LOCATION 1: **Newmarket Elementary School
243 South Main Street
Newmarket, NH 03857**

LOCATION 2: **Newmarket Junior Senior High School
213 South Main Street
Newmarket, NH 03857**

LOCATION 3: **Newmarket School District Annex
218 South Main Street
Newmarket, NH 03857**

Newmarket School District -Custodial Services RFP July 2025-June 2028

The Newmarket School District (the “District”) is soliciting proposals from qualified Contractors to provide daily custodial services, for three (3) years, beginning July 1, 2025, and continuing through June 30, 2028. Two optional one-year (1-year) extensions may be exercised at the conclusion of the original three-year agreement term, provided that both parties agree to the extension(s). In the event of an extension to the original agreement, rates shall be renegotiated in the form of a fully executed annual contract addendum, with all other terms and conditions remaining the same as outlined in the original agreement.

A specific list of facility locations is shown on page 1.

No services shall be required on the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

TERMS AND CONDITIONS:

1. **BID ACCEPTANCE:** The Newmarket School District reserves the right to accept or reject any and all bids or proposals received or any parts thereof for any reason whatsoever, to waive any informalities in any bid or proposal or in any provision in the request for bids or proposals, to negotiate with any or all proposers, to require a modification of the RFP at any time, and to select the proposer whom, the District, in its sole discretion determines is in the best interests of the District even though the proposer may not submit the lowest bid or proposal. Under no circumstances will the District be responsible for the cost of preparing any bid or proposal.
2. **FINAL BID PRICE:** If the bidder has any special payment or delivery clauses which could affect the final delivery price of an item or service for bid, that too shall be made part of the bid. If, however, this is not included in the bid, the bidder will be solely responsible for any increased prices due to any circumstances.
3. **NON-TRANSFERRING OF AWARD:** No bidder will be allowed to assign the contract.
4. **MANDATORY FACILITIES WALK THROUGH:** The bidder shall visit the sites, study and get fully acquainted with existing conditions at the sites and the requirements of this RFP prior to submitting a bid. ***A mandatory walk-through of our facilities will be required of all bidders.*** A walk-through is scheduled on **Wednesday, September 11, 2024, at 3:00 PM, starting at the Newmarket Junior Senior High School main entrance (213 South Main St, Newmarket, NH).** In the event of questionable weather conditions, please contact David Reilly at 603-770-0193 to confirm.
5. **LATE PROPOSAL/BIDS:** SEALED PAPER BIDS or emailed bids will be accepted which are marked **Custodial Services RFP, 2025-2028**. ***No late bids will be accepted after 3:00 pm September 25, 2024.*** Any bids received after the specified date and time will not be considered, nor will late bids be opened.

For all emailed bids: Please submit emailed bid packets to Janna Mellon at mellonj@newmarket.k12.nh.us. ***NOTE: It is the responsibility of the bidder to confirm receipt of an emailed bid.*** To ensure that a bid submitted via email is received prior to the deadline for submittals and avoid any potential issues with email filtering, please contact Janna Mellon, Business Administrator **prior to September 25, 2024, 3:00 PM** via phone at 603-292-7984 or via email at mellonj@newmarket.k12.nh.us.
6. **PAYMENT TERMS:** SAU 31-Newmarket School District will pay the selected Contractor within thirty (30) days following receipt of invoices.
7. **WITHDRAWAL OF BIDS/PROPOSALS:** Proposals may be withdrawn prior to the opening date and time upon written request of the Bidder. Negligence on the part of the bidder in preparing their proposal shall not constitute a right to withdraw a bid subsequent to the bid opening.
8. **PRICING:** Unless otherwise specified, all prices listed are firm for the term of the contract. All prices should include all labor and material costs, and any discounts offered.

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9. **BID RESULTS:** The SAU Business Office will not respond to phone inquiries for bid results. Individuals or company representatives may attend a bid opening which is open to all interested parties or email for a summary of the bids. Bid award results will only be released to parties via email once the Newmarket School Board has been notified and awarded the bid. The bids and proposals are governmental records and shall be available to the public under the Right-to-Know Law. The District will not accept bids or proposals marked confidential in whole or in part. All concepts, information, and cost savings alternatives presented by the bidder during the bid selection process shall become the property of the District and shall thereafter be used at the District's sole discretion. The District shall own all instruments of service.
10. **CONTRACT REQUIREMENTS:**
- (a) The selection of the Contractor is conditioned upon the Contractor executing an agreement acceptable to the District. In the event the District cannot reach an agreement with the apparently selected Contractor to the District's satisfaction, the District reserves the right to terminate negotiations with no obligation to the apparently selected Contractor and to enter into any agreement with any other party of the District's choosing.
 - (b) The District may at any time terminate the services and/or contract with the Contractor for the District's convenience and without cause. In the case of such termination for the District's convenience, the Contractor shall be entitled to receive payment from the District limited to actual documented expenses of the Contractor as of the termination date as its sole remedy. In no event will the District be responsible for lost profits, compensatory, or other consequential damages.
 - (c) To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless SAU 31-Newmarket School District, and the District's officials, agents, employees, and volunteers (Indemnified Parties) or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from performance of the work including claims for damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property caused by the negligent and intentional acts or omissions of the Contractor, a subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part or by the negligence of a party indemnified hereunder. The indemnification provision shall survive termination or expiration of this agreement.
 - (d) The contract price shall not be exceeded under any circumstances unless the District gives prior written approval to the work and the additional cost of the work prior to the work being undertaken that would form the basis of the Contractor's claim to an additional amount over the contract price.
 - (e) Changes in the scope of the work shall be accomplished only by mutual agreement and shall be fully executed as an addendum to the original agreement. Accordingly, no course of conduct or dealings between the parties, nor any expressed or implied acceptance of alterations to the original scope of work and no claim that the District has been unjustly enriched by any alterations or additions to the work whether or not there is, in fact, any unjust enrichment to the work shall be the basis of the claim to an increase in the amounts due.
 - (f) A written and fully executed agreement between the District and the Contractor is required prior to beginning work for the District.
 - (g) The documents comprising this RFP and any Addenda Provisions that may have been issued will be incorporated into the contract.
 - (h) The Contractor shall keep full and accurate records in connection with the services provided by it under the Agreement.
 - (i) The terms, conditions, representations, and warranties contained in the agreement shall survive the termination or expiration of the Agreement.
 - (j) The agreement shall be governed and construed in accordance with New Hampshire law and all disputes shall be resolved in courts in Rockingham County, New Hampshire.
11. **NON-APPROPRIATION CLAUSE:** Multi-year contracts entered into as a result of this RFP require a non-appropriation clause.
12. **INSURANCE:** The selected Contractor awarded the bid will be required to submit a certificate of insurance and policy

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endorsements naming the SAU 31-Newmarket School District as additional insured and shall be subject to approval by the District and its insurance carrier for adequate protection. Said certificate of insurance must have a minimum liability limit as outlined below for Comprehensive General Liability Combined Single Limit and workers' compensation coverage in accordance with NH State law. The Contractor shall procure and maintain for the duration of the agreement Workmen's Compensation Insurance as required by State Law for all employees that are engaging in any work at the project site, whether directly employed or subcontracting associates. Upon award of the bid, the Contractor will furnish a current Certificate of Insurance to the SAU Business Office no later than 15 business days of receiving notification of bid award, and ***prior to the commencement of any work being performed***. The Newmarket School District shall be named an Additional Insured on the Certificate of Insurance and policy endorsements. Insurance shall remain in force during the full term of the agreement. The Contractor shall submit proof of all insurance COI renewals to District on an annual basis.

- (a) Workman's Comp Insurance - As required by law.
 - (b) Liability Insurance - General Liability - \$1,000,000 Occurrence/ 3,000,000 General Aggregate with contractual liability coverage for the indemnification obligation in the agreement
 - (c) Umbrella Liability – \$2,000,000 Occurrence/ 2,000,000 General Aggregate, with no exclusions for sexual abuse or misconduct.
13. All bids must be signed by an authorized representative of the Contractor.
 14. Should the Contractor find discrepancies in or omissions from the specifications or should they be in doubt as to their meaning, the Contractor shall at once notify the District, who will send written instructions to all Contractors. The District will not be responsible for any oral instructions or addendums.
 15. Proposals should be prepared simply and economically providing a straightforward, concise description of the Contractor's ability to meet the requirements of the RFP.
 16. All work in the District must meet the requirements of all applicable town, local and state codes, laws and ordinances.
 17. All questions during the bidding period should be directed to David Reilly, Facilities Director. Questions should be submitted by email and will be shared with all potential bidders. Email: reillyd@newmarket.k12.nh.us. Please copy Janna Mellon, Business Administrator at mellonj@newmarket.k12.nh.us. Last opportunity to submit questions shall be Friday, September 20, 2024, by 12pm.
 18. Proposal due date is Wednesday, September 25, 2024, by 3 PM. Sealed proposals should be submitted to Janna Mellon, Business Administrator at 186A South Main Street, Newmarket, NH or via email to mellonj@newmarket.k12.nh.us. Please reference **Custodial Services RFP, 2025-2028** on the sealed bid envelope, or if submitted via email, please see additional requirements outlined in No. 5 above.
 19. The District's decision regarding the selection of the Contractor shall be considered final.
 20. The District reserves the right to investigate the financial responsibility of all bidders to determine the ability of the firm and/or individual to assure services throughout the term of the project and to provide insurance that will be required by the District.
 21. Proposals will be publicly opened at the School Administration Office located at 186A Main Street, Newmarket, New Hampshire on Wednesday, September 25, 2024, at 3:00 PM. The contents of all proposals will be open to inspection by interested parties at the time of opening or by appointment thereafter.

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SCOPE OF WORK:

The Newmarket School District is a K-12 public school system, serving approximately 1,000 students with one Elementary School, one Junior Senior High School, and one Annex building.

The areas to be cleaned consist of three buildings: the Middle School/High School Complex which total approximately 89,206 square feet, the Elementary School which consists of 59,394 Square feet and the Annex Building which total approximately 1,400 square feet.

The number of square feet of carpeting in the High School/Middle School Complex is approximately 6,416 SF. The Elementary School has approximately 5,425 square feet of carpeting. The Annex has approximately 1,300 square feet of carpet.

EMERGENCY AND/OR SPECIALTY CLEANING:

The Contractor shall be required to provide personnel 24-hours per day, 7-days per week, for cleaning due to an emergency or special conditions as deemed necessary by the Facilities Director or their designee.

AUTHORITY OF THE DIRECTOR OF OPERATIONS AND AUTHORIZED AGENTS:

All work done under this contract shall be done to the satisfaction of the Facilities Director or their authorized agent(s), who shall in all cases determine the amount, quality and acceptability of services rendered.

AGENT/OWNER REPRESENTATIVE:

The Newmarket School District's agent and owner representative, with respect to the daily supervision of the work performed, is the Facilities Director.

CLEANING SERVICES TO BE PROVIDED AS FOLLOWS:

1. DAILY CUSTODIAL SERVICES - NES and NJSHS

Classrooms (NES & NJSHS only): Services to be performed five nights per week.

- To include all classrooms, science labs, reading rooms, and resource rooms.
- Containers for waste materials will be emptied and waste taken to disposal, replace liners.
- Areas around light switches and waste containers will be cleaned.
- Window ledges and sills will be dusted weekly.
- Tile floor will be dust mopped.
- Tile floor will be wet mopped.
- Carpeting will be vacuumed.
- Do not dust or wipe the whiteboards and teachers' desks.
- Wipe counter tops.
- Wipe all door handles.
- Fixtures/sinks in labs and classrooms will be cleaned.
- Dispensers will be cleaned, checked, and refilled from our stock.
- Clean movable glass for fingerprints and smudges.
- Do not touch the band equipment, computers in PC lab, and art in the art room.
- Lights will be turned off as directed.
- All windows will be closed.
- Doors will be secured upon completion of work.

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Bathrooms:

- Containers for waste materials will be emptied and waste taken to disposal, liners replaced.
- Areas around light switches and waste containers will be cleaned.
- Mirrors will be cleaned for fingerprints and smudges.
- Sinks will be cleaned with disinfectant.
- Counter tops will be cleaned with disinfectant.
- Surfaces of toilet will be thoroughly cleaned with disinfectant.
- Fixtures will be cleaned.
- Floors will be swept.
- Floors will be wet mopped.
- Dispensers will be cleaned.
- Dispensing units such as towels, toilet tissue, and soap containers will be refilled from the district's stock.
- Stall walls and doors will be cleaned as needed.
- All repair items will be reported to the Facility Director.

Library/Media Center:

- Containers for waste materials will be emptied and waste taken to disposal, replace liners.
- Areas around light switches and waste containers will be cleaned.
- Window ledges and sills will be dusted weekly.
- Carpeting will be vacuumed.
- Fingerprints and smudges will be removed from glass.
- Tables will be wiped.
- Dust bookshelves weekly

Offices:

- Containers for waste materials will be emptied and waste taken to disposal, replace liners.
- Window ledges and sills will be dusted weekly.
- Carpeting will be vacuumed.
- Clean movable glass for fingerprints and smudges.
- Open horizontal surfaces will be dusted, and damp wiped including open desks, counters, file cabinets, and window ledges (personal items, computer equipment, and phones will not be touched).

Gym:

- Containers for waste materials will be emptied and waste taken to disposal, liners replaced.
- Auto scrubber machine on wooden gym floor, spot mop rubber floor. Auto scrub rubber gym floor at NES weekly.
- Wipe door handles
- Clean moving glass for fingerprints and smudges
- 1x week: dust the top of mats on the walls
- When asked mop floor mats.

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Locker rooms:

- Containers for waste materials will be emptied and waste taken to disposal, liners replaced.
- Areas around light switches and waste containers will be cleaned.
- Tile floor will be dust mopped.
- Tile floor will be wet mopped.
- Tops of lockers will be dusted weekly.
- Benches will be wiped clean and sanitized daily.
- Shower areas and fixtures will be wiped clean.

Weight Room:

- Containers for waste materials will be emptied and waste taken to disposal, liners replaced.
- Areas around light switches and waste containers will be cleaned.
- Tile floor will be dust mopped.
- Tile floor will be wet mopped.
- Do not clean/wipe any machines or weights.
- Mirrors will be cleaned as needed.
- Water fountain and sink will be wiped clean and sanitized daily.

Corridors, Entrances and Stairwells:

- Containers for waste materials will be emptied and waste taken to disposal, liners replaced.
- Drinking fountains will be cleaned with disinfectant.
- Carpeting/walk off mats will be vacuumed.
- Use auto scrubber for floors; edges must be wet-mopped.
- 1x week: dust the tops of lockers.
- Glass in entrances to be spot cleaned daily to remove fingerprints and smudges.
- Railings, wall stringers, and balusters will be wiped clean.

Custodial Closet:

- Consumable supplies will be organized in available shelving/storage space.
- Janitorial sink and floors will be kept orderly and clean.
- Cleaning agents and other cleaning tools will be properly stored and organized.
- Mops will be stored dry, and buckets will be stored empty.
- Rechargeable batteries and equipment will be recharged nightly.

Teacher's Room/Kitchenettes

- Containers for waste materials will be emptied and waste taken to disposal, liners replaced.
- Counters will be wiped clean with disinfectant.
- The microwave will be cleaned inside and out.
- Sinks and fixtures will be wiped clean with disinfectant.
- Floors will be mopped or vacuumed.

Outside Entrance Ways

- Pick up liter around entrance ways and around dining area daily.
- Keep exterior landings by entrance ways to the building free of salt and sand once areas are clear of snow and ice.
- Clean exterior entrance glass weekly.

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2. DAILY CUSTODIAL SERVICES -Annex only

Offices:

- Containers for waste materials will be emptied and waste taken to disposal, replace liners.
- Window ledges and sills will be dusted weekly.
- Carpeting will be vacuumed.
- Clean movable glass for fingerprints and smudges.
- Open horizontal surfaces will be dusted, and damp wiped including open desks, counters, file cabinets, and window ledges. (Personal items, computer equipment, and phones will not be touched)

Corridor, Entrances:

- Containers for waste materials will be emptied and waste taken to disposal, liners replaced.
- Carpeting/walk off mats will be vacuumed.
- 1x week: dust common areas.
- Glass in entrances to be spot cleaned daily to remove fingerprints and smudges.

Bathroom:

- Containers for waste materials will be emptied and waste taken to disposal, liners replaced.
- Areas around light switches and waste containers will be cleaned.
- Mirrors will be cleaned for fingerprints and smudges.
- Sinks will be cleaned with disinfectant.
- Counter tops will be cleaned with disinfectant.
- Surfaces of toilet will be thoroughly cleaned with disinfectant.
- Fixtures will be cleaned.
- Floors will be swept.
- Floors will be wet mopped.
- Dispensers will be cleaned.
- Dispensing units such as towels, toilet tissue, and soap containers will be refilled from the district's stock.
- Stall walls and doors will be cleaned as needed.
- All repair items will be reported to the Facility Director.

Kitchenette:

- Containers for waste materials will be emptied and waste taken to disposal, liners replaced.
- Counters will be wiped clean with disinfectant.
- Microwaves will be cleaned inside and out.
- Sinks and fixtures will be wiped clean with disinfectant.
- Floors will be mopped or vacuumed.

Custodial Closet:

- Consumable supplies will be organized in available shelving/storage space.
- Janitorial sinks and floors will be kept orderly and clean.
- Cleaning agents and other cleaning tools will be properly stored and organized.
- Mops will be stored dry, and buckets will be stored empty.

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3. VACATION CLEANING

Classrooms/Offices/Media Centers/Teachers Lounges

- Dust all light fixtures, dust down all ceiling corners, dust all furniture using treated cloth or yarn duster; wash all desks – top and bottom – removing gum, etc.,
- Wash white boards and marker trays, dust tops of whiteboards and other materials mounted on the walls
- Dust or vacuum all shades and blinds, all overhead pipes, sprinklers, heating baseboard units, and HVAC vents.
- Dust all hanging light fixtures; remove finger marks from doors, door frames, light switches, woodwork in general, and glass.
- Remove all footmarks and other marks from walls.
- Wash waste baskets, wash inside of exterior windows.
- Strip and wax floors.
- Fixtures and sinks will be cleaned
- Power vacuum carpeted area and spot clean as required.
- Each room and corridor area shall receive a vacation cleaning during the three (3) vacation periods in December, February, and April, as well as over the summer (see Summer Cleaning Section below).

Selected Classroom Floor Finishing: As determined by the Facilities Director, certain rooms (not to exceed five (5) rooms each vacation) will be selected at each school for vacation floor refinishing. A list of these rooms will be provided to the Contractor no later than one (1) week prior to the start of each vacation. These rooms shall receive a minimum of 3 coats of finish to VCT floors (or finish shall be applied as recommended by finish manufacturer specifications) during Dec, Feb and April breaks.

Hallways

- Clean and sanitize all drinking fountains, remove all finger marks and smudges from doors, door frames, and woodwork in general, including glass.
- Dust all light fixtures, pictures and other materials mounted on walls.
- Dust tops and facades of all lockers with treated cloth or yarn duster. Wash all rubber mats and floors.
- Strip and wax floors with a minimum of four coats of floor finish, including buffing and burnishing floors to harden wax.
- Rubberized flooring should be swept and wet mopped.
- Walk off mats will be taken outside and scrubbed using a brush and cleaning solution.
- All VCT hallways shall be burnished and receive three coats of finish (or finish shall be applied as recommended by finish manufacturer specifications), during each school vacation, December, February and April.

All Lavatories/Locker Room Areas

- Dust all light fixtures, dust ceiling corners with treated cloth or yarn duster, wash partitions and doors, wash all fixtures, hard scrub all epoxy floors.
- Re-stock all supplies such as paper towels, toilet tissue and liquid hand soap.
- Pressure wash shower stall areas using a sanitizing solution, and scrub stairs/landings, applying floor finish as required. This will be done during the three (3) vacation periods in December, February and April.

Gym

- The Contractor will auto scrub all flooring in gym.
- Bleachers – The Gym bleachers shall be cleaned (including behind and underneath).
- Bleachers should be wet mopped, and seating should be cleaned thoroughly.
- Any gum or similar materials stuck to bleachers shall be scraped off as appropriate, and surfaces shall be scrubbed clean where needed.

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4. SUMMER CLEANING

Shall commence immediately after school closes in June and will consist of the following.

Classrooms/Offices/Media Centers/Teachers Lounges

- All classroom furniture shall be completely cleaned of any gum or foreign objects attached to tops and undersides of same.
- All walls and partitions, including ceiling light fixtures, whiteboards and marker trays, air vents, etc., shall be completely cleaned and washed.
- Dust all light fixtures, dust down all ceiling corners, dust all furniture using treated cloth or yarn duster; wash all desks – top and bottom – removing gum, etc.,
- Wash white boards and marker trays, dust tops of whiteboards and other materials mounted on the walls
- Dust or vacuum all shades and blinds, all overhead pipes, sprinklers, heating baseboard units, and HVAC vents.
- Dust all hanging light fixtures; remove finger marks from doors, door frames, light switches, woodwork in general, and glass.
- Remove all footmarks and other marks from walls.
- Wash waste baskets, wash inside of exterior windows.
- Strip and wax floors.
- All furniture, including filing cabinets, shall be moved by the Contractor before cleaning and placed in the same position after cleaning is finished.

General

- Summer cleaning shall be completed **no later than one week prior to the opening of the school year**. The Contractor shall submit a schedule of cleaning to the Facilities Director and perform a final walk-thru with the Facilities Director, prior to beginning work.
- All areas used during the summer school program including classrooms, offices, lavatories and corridors will be cleaned daily. Immediately after the Summer school term is concluded, these areas will be given a summer cleaning to be completed no later than one week prior to the opening of the school year.
- All windows shall be washed inside.
- All storage, custodial, electrical and telephone/data closet floors shall be vacuumed.
- All furniture, including filing cabinets, shall be moved by the Contractor before cleaning and placed in the same position after cleaning is finished.

Carpeting

- Carpeting in all buildings shall be cleaned by the wet extraction method during the summer vacation.
- All furniture, including filing cabinets, shall be moved by the Contractor before cleaning and placed in the same position after cleaning is finished.

Hallways

- Clean and sanitize all drinking fountains, remove all finger marks and smudges from doors, door frames, and woodwork in general, including glass.
- All lockers shall be cleaned and washed, inside and out. Remove any stickers or debris
- Dust all light fixtures, pictures and other materials mounted on walls.
- Wash all rubber mats and floors.
- Strip and wax floors with a minimum of four coats of floor finish, including buffing and burnishing floors to harden wax.
- Rubberized flooring should be swept and wet mopped.
- Walk off mats will be taken outside and scrubbed using a brush and cleaning solution.

All Lavatories/Locker Room Areas

- Dust all light fixtures, dust ceiling corners with treated cloth or yarn duster, wash partitions and doors, wash all fixtures, hard scrub all floors.
- Re-stock all supplies such as paper towels, toilet tissue and liquid hand soap.

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- Pressure wash shower stall areas using a sanitizing solution, and scrub stairs/landings, applying floor finish as required.

Gym

- Bleachers – The Gym bleachers shall be cleaned (including behind and underneath).
- Bleachers should be wet mopped, and seating should be cleaned thoroughly.
- Any gum or similar materials stuck to bleachers shall be scraped off as appropriate, and surfaces shall be scrubbed clean where needed.

5. CLEANING SUPPLIES AND EQUIPMENT

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

STAFF

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

1. The Contractor agrees to be fully compliant with RSA 189:13-a and District policies on background investigations and criminal history records checks. Any fees incurred for completion of the background investigation and criminal history records check for the employees will be the Contractor's sole responsibility.
2. The Contractor and its employees shall comply with all applicable federal, state and local laws and regulations.
3. All custodians shall be careful, courteous, of good health and reputable character, and must be capable of maintaining good public relations with students, parents, and the public.
4. All the Contractor's employees furnishing services under the agreement shall be deemed employees solely of the Contractor and shall not be deemed for any purposes, whatsoever, employees or agents of, acting for or on behalf of, the Board and/or District. The Contractor shall perform all services as an independent contractor and shall discharge all its liabilities as such. No acts performed or representations, whether oral or written, made by the Contractor with respect to third parties shall be binding upon the District.
5. If any employee of the Contractor shows evidence of intoxication or other unacceptable behavior, the Contractor shall immediately remove the employee from their duties and shall take appropriate follow-up disciplinary or administrative action.
6. The Contractor agrees that persons working for or on behalf of the Contractor whose duties bring them upon the District's premises shall obey the rules and regulations that are established by the District and shall comply with the reasonable directions of the District's officers and/or agents.
 - (a) The Contractor shall be responsible for all damages to persons, any damage that it, or any of its employees or agents, may cause to the District premises or equipment; on the Contractor's failure to do so, the Board may repair such damage, and the Contractor shall reimburse the District promptly for the cost of repairs at a reasonable and prudent cost. If the Contractor fails to pay the District within fifteen (15) days, the District may deduct this amount from any payments due to the Contractor.
 - (b) The Contractor shall perform the services contemplated in the Agreement without interfering in any way with the activities of the District's faculty, pupils, staff, or visitors.
 - (c) If the Contractor knows or should have known that a custodial service provider assigned by the Contractor to perform services under the Agreement is charged and/or convicted of crime, the Contractor shall notify the Superintendent in writing within twenty-four (24) hours of the charge and/or conviction and specify the name of the staff member, date of violation or crime, and nature of the violation or crime.
7. The Contractor shall be required to furnish to the Superintendent or designee, prior to the annual opening of school, and thereafter before the employment, the following information:
 - (a) Name of each Custodian

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- (b) Residence Address
- (c) Telephone Number
- 8. Custodians shall not use any tobacco or alcohol products or illegal substances while on District grounds or in District facilities.
- 9. The District's expectation is that Contractor will assign the same individuals to provide services for the District.
- 10. The Contractor shall not use employees of temporary employment agencies, but actual employees of the Contractor.
- 11. The Contractor must have back-up staff immediately available to work in the event of sick leave replacement, staff turnover, overtime, etc.
- 12. The Contractor agrees that no person other than its employees, executives or administrators, shall be brought onto the premises unless the District grants permission in advance.
- 13. The District shall have the right to require the Contractor to remove and/or replace any of its personnel working on the premises and the Contractor agrees to comply with such request. The District shall be under no obligation to provide a reason for such a request.

EMPLOYEE IDENTIFICATION:

Identification cards with the name of the employee and the company shall be worn at all times. Identification cards shall be provided by the District.

SAFETY PRECAUTIONS:

The Contractor shall employ all necessary safety precautions to prevent injury to persons, property and equipment.

SECURITY CONDITIONS:

It shall be the responsibility of the Contractor to close and secure all open windows and exterior doors at the completion of the job each day. Any damage done to the building, equipment, and/or materials due to the negligence of the contractor's personnel by not closing said windows and doors, shall be assumed by the Contractor. It shall be the responsibility of the Contractor to see that all lights, which have been turned on by employees, are turned off when leaving the area. All areas that require unlocking to enter for cleaning or washing and waxing shall be re-locked at the completion of the job in that area.

The Contractor's employees shall only use those spaces identified by the District when they stop for meal/rest breaks. The District's computers, phones, and other equipment or appliances must not be tampered with or used. The Contractor shall assume any damages or charges to such equipment or appliance due to the Contractor's personnel.

The Contractor shall take all proper precautions to protect the District's property from damage. Should any damage to the District's property be caused by the Contractor or Contractor's personnel, the Contractor will be required to make immediate repairs. The District may, however, elect to make repairs or replacement of damaged property itself and deduct the cost from monies due to the Contractor.

Just prior to leaving the buildings that do not have District employees working, Contractor's cleaning personnel shall secure all doors, close all windows, turn off lights, and activate security alarms, if applicable.

SUPERVISION:

The Contractor shall provide their own on-site supervision for the total and complete janitorial services specified throughout the agreement. Supervisors shall be responsible for all the buildings to be serviced and shall be employed for the sole purpose of supervising the janitorial services specified in the agreement. The Contractor shall equip the supervisor with a cellular phone so that the District's personnel may contact them during the hours of cleaning. The supervisor shall inspect all work in each building to ensure their staff accomplishes nightly cleaning. If work is not completed, they are to have

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proper personnel return to the job site and finish cleaning. All work is to be completed before the start of the next school day.

Supervisors shall be present at all meetings scheduled by the Facilities Director or their representative.

NOTE: Supervisors must respond to all calls within four (4) hours.

INSPECTIONS:

The Contractor shall prepare a checklist for all building areas to be cleaned. This list shall be submitted to the District's agent for their approval daily (a copy of the list shall be provided with this proposal). A 6:00 AM inspection shall be conducted by the District's agent and the Contractor's Supervisor, utilizing this checklist. If work performance is deemed satisfactory during the first three (3) months of the contract, the inspections may be reduced to one (1) per week; however, the frequency of these inspections can be increased at the sole discretion of the District.

Following the inspection, immediate steps shall be taken by the Contractor's Supervisor to correct any deficiencies noted. A copy of the inspection report will be given to the Contractor's Supervisor and a copy will be filed with the Facilities Director. Again, this checklist will be provided with the Contractor's bid.

The owner or a corporate officer of the company to whom the contract is awarded shall be expected to visit all areas covered by the contract on a bi-weekly basis to determine that all requirements are effectively being carried out.

There shall be a meeting of the Contractor or their supervisor at least once a week with the Facilities Director or their representative for the purpose of monitoring all aspects of the contract and the performance of the Contractor.

SUBMITTAL REQUIREMENTS

1. Description of business including number of years in operation.
2. Describe the Contractor's qualifications to provide custodial services including but not limited to certifications, licenses, training, and knowledge of safety standards.
3. List of contracts for the past five (5) years.
4. At least five (5) business references.
5. Detail the current minimum wage and benefits package the Contractor provides to its custodians.
6. Detail any litigation, mediation, or arbitrations for the past five (5) years including the other party, attorneys involved (if any), and disposition.
7. Submittals shall include a three-year contract with two additional optional annual renewals.

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CUSTODIAL SERVICES BID FORM

(This form becomes contract Schedule A upon execution of a contract)

Proposal due date **is Wednesday, September 25, 2024, by 3 PM.** Sealed proposals should be submitted to Janna Mellon, Business Administrator at 186A South Main Street, Newmarket, NH or emailed in accordance with RFP requirements to mellonj@newmarket.k12.nh.us. Please reference **Custodial Services RFP, 2025-2028.**

General:

- a. All work shall be performed in accordance with the scope and terms outlined in the RFP.
- b. Costs presented shall be inclusive of all services and terms outlined in the RFP, with no exclusions.
- c. I acknowledge that this RFP must be returned in its entirety, including the Bid form. Each page of the RFP must be initialed by the bidder, where indicated. Two optional one-year (1-year) extensions may be exercised at the conclusion of the original three-year agreement term, provided that both parties agree to the extension(s). In the event of an extension to the original agreement, rates shall be renegotiated in the form of a fully executed annual contract addendum, with all other terms and conditions remaining the same as outlined in the original agreement.
- d. **Bid Proposals shall remain valid for thirty (30) days.**

Type of Service	Cost (\$) FY 2025-2026	Cost (\$) FY 2026-2027	Cost (\$) FY 2027-2028
Total Annual Service as described above			
Hourly service (per employee) for possible additional services			

Name of Contractor: _____

Address: _____

Contact Person: _____

Telephone: _____

Enclosed are:

- _____ Description of Business including number of years in operation
- _____ Contractor's qualifications
- _____ List of Contracts for Past 5 Years
- _____ Business References (at least 5)
- _____ State of Current Minimum Wage and Benefits Package for Custodians
- _____ Details of Litigation, Mediations, Arbitrations within past 5 years
- _____ Three-year contract with two additional optional annual renewals

Newmarket School District -Custodial Services RFP July 2025-June 2028

CUSTODIAL SERVICES BID FORM

(This form becomes contract Schedule A upon execution of a contract)

AUTHORIZED NAME: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

This Bid Form and the above stated Enclosures should be submitted in a sealed envelope, on or before Wednesday September 25, 2024, at 3:00 PM.

Submittals should be addressed as follows:

Sealed Custodial Services Proposal
Janna Mellon, Business Administrator
Newmarket School District
186A So. Main Street,
Newmarket, NH 03857