



P.O. Box 9310, Stamford, CT 06904
Offices at: 888 Washington Blvd.
www.stamfordpublicschools.org

MAIL BIDS TO: **STAMFORD PUBLIC SCHOOLS**
PURCHASING DEPARTMENT
P.O. BOX 9310
STAMFORD, CT 06901

B-4028

REQUESTING DEPT: PURCHASING

TITLE OF BID: CUSTODIAL SUPPLIES AND
GREEN CLEANING PROGRAM
FOR STAMFORD PUBLIC SCHOOLS

BID OPENING: DATE: TUESDAY APRIL 30, 2019
TIME: 2:30 P.M.
PLACE: PURCHASING, 3rd FLOOR
888 Washington Boulevard
Stamford, CT 06901

4 COPIES OF RESPONSE REQUIRED

GENERAL INSTRUCTIONS

- As part of the Stamford Public Schools (SPS)'s intent to address the environmental and health concerns associated with many custodial cleaning products, the SPS and its Facilities Department are soliciting Bidders for the procurement of environmentally preferable custodial supplies that adhere to the stringency of state and local regulations. Bidders are encouraged to submit responses to all product categories below. However, some of the categories may require a full line of items to be responsive; some may allow bidders to offer partial products to be responsive. The categories include:

-  **Floor Maintenance Products**
-  **Soaps Disinfect Chemicals**
-  **Paper Products**
-  **Waste Receptacles**
-  **Floor Maintenance Equipment**
-  **Outside Ground Care**
-  **Tools**
-  **Brooms Brushes Toiletries**
-  **Equipment**
-  **Miscellaneous**

Examples of the exact specification of the district's needs are outlined in more detail in section C "Scope of Services".

- Bids will be available at the purchasing department section of the Stamford Public Schools (SPS) website: <http://www.stamfordpublicschools.org/district/finance-purchasing/pages/rfps-and-bids> starting Monday, April 15, 2019.
- Each Bidder shall be responsible for having his/her proposal in the possession of the Stamford Public Schools at the time and place designated in this notice to bidders. **Proposals must be sealed and received by Tuesday, April 30, 2019 at 2:30 P.M.** Telephone or electronically transmitted bids will not be considered. Ample time should be allowed for the transmittal of bids by mail. Postmarks indicating the date of mailing will not be considered as evidence of intent to submit bids in proper time for the bid opening.
- No oral interpretations will be made to any bidder as to the meaning of the specification of the bid. Every request shall be made in writing (**EMAIL ONLY**).
- Contracts shall be awarded to the individual or organization whose proposal best meets all criteria listed in the bid.

- Upon successful selection of a vendor, an award notification will be posted online at:
<https://www.stamfordpublicschools.org/district/finance-purchasing/pages/Rfp-contract-award-notification>
- **Insurance Requirements:** The selected proposer, upon the signing of the formal contract, will be required to deliver an insurance certificate in amounts, companies, and terms acceptable to the Risk Manager of the City of Stamford. (See section A.5 for further info)
- **Rejection of Proposals:** Stamford Public Schools reserves the right to reject for any reason deemed to be in the District's best interest any and/or all proposals submitted under this Bid.
- **Negotiated Changes:** In the event negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.
- **Selection Committee:** For requests for proposals for services anticipated to exceed \$100,000, a selection committee shall be formed to review all proposals. The selection committee shall, if possible, interview the most qualified proposers. Proposals over \$100,000 will require SPS Board of Education approval.
- **Qualification Requirements:** To be eligible for consideration a vendor must sell to a school district that is in excess of 750,000 square feet or has a minimum of 5,000 students in a K-12 district.

A. GENERAL CONTRACT INFORMATION

1. Awarding the Contract (s)

The contract/s shall be awarded to the vendor (s) whose proposal is the least expensive to the district. SPS reserves the right to award multiple vendor Agreements for categories when deemed in the district's best interest.

2. Contract Agreement

The successful bidder will be required to enter into an Agreement with Stamford Public Schools for the completion of the contract. If so, a sample copy of the Agreement is available at the following website:

https://www.stamfordpublicschools.org/sites/stamforddps/files/uploads/sample_agreement_for_boe_rfp_packages_1.pdf. The specifications of the proposal and the purchase order issued to the proposer shall serve as a contract where no formal written contract is required.

3. Terms of Agreement

The term of this agreement as a result of this Bid unless indicated elsewhere in this Bid shall be for three (3) fiscal years beginning July 1st of 2019, with an option to renew for two (2) additional one-year periods at the same terms and conditions at the sole discretion of the Stamford Public Schools. Thereafter, the Agreement shall remain in effect until such time that either party gives sixty (60) business days prior written notice of its intent to either extend or terminate the Agreement.

a) Conditional Terms: As a condition of this Bid, please be advised that each school location within the district (SPS) has an annual budget to spend on custodial supplies. The SPS's Facilities Department will communicate such budget amounts to awardee (s) approximately one (1) month prior to the start of a new fiscal year. This Bid will be awarded conditionally on a vendor (s) required quarterly reporting on the spend rate at each location. Any location that overspends their annual budget, vendor (s) are hereby obligated to notify the district immediately and all purchases must be approved by SPS's Facilities Management Office in writing (email acceptable) or it is to be denied until further approval is sought. This is a strict condition of the award of this Bid.

b) Implied Requirements: All services not specifically mentioned in this Bid that are necessary to provide the functional capabilities described by the vendor shall be included in the Bid. The SPS does not reimburse for expenses incurred during the performance of this contract. It is the contractor's responsibility to notify the SPS Purchasing Department within a minimum of seven (7) business days of the opening date of any services or supplies not specifically mentioned in this specification but are necessary to provide the functional capabilities of the contract.

c) Assignment of Contract: The contractor may assign all or part of the contract to another after receiving written permission from the SPS Purchasing agent. Such assignment shall NOT release the contractor from any part of the responsibility or liability assumed under the contract.

d) Commencement of Work: The SPS will not be responsible for payment of any work performed or materials supplied by the successful respondent before the Contractor receives a fully executed agreement. Note: Responsibility for payment shall be limited to only that work deemed necessary by the SPS to alleviate the immediate emergency.

4. Cancellation of the Contract

The Stamford Public Schools (SPS) reserves the right to cancel this contract, at any time, with sixty (60) days prior written notice to the Contractor or organization, should any of the following conditions exist:

- Funds are not appropriated by the City of Stamford for the continuation of this contract
- The Stamford Public Schools (SPS), through changes in its requirements, method of operation, or program operation no longer has a need for the commodity or service.
- If the Contractor fails to fulfill its obligations under this contract properly and on time, or otherwise violates any provision of the contract, Stamford Public Schools may terminate the contract by written notice to the Contractor.

5. Provision for Required Insurance

The Vendor shall maintain insurance, which complies with the insurance requirements contained in this Contract between the Stamford Public Schools, Stamford, Connecticut and the vendor. Such insurance required to be maintained by the vendor shall include:

1. General liability, which contains limits of liability of \$1,000,000/\$2,000,000 combined single limit per occurrence and aggregate for property damage and bodily injury. Such insurance shall contain operations liability, contractual liability, which covers any indemnities contained in this Contract, personal injury and advertising liability and completed operations and products liability.
2. If working with children, sexual abuse and molestation coverage, which may be included in the general liability policy or be a standalone policy.
3. Workers' compensation and employers liability, which covers the employees of the Vendor, if applicable.
4. Professional liability, which covers the professional services of the Vendor.

The Stamford Public Schools, the City of Stamford and their employees, agents and officers shall be designated as additional insureds under the general liability policy. All insurance maintained by the Vendor shall be primary insurance, not excess or concurrent, with any insurance maintained by or on behalf of the Stamford Public Schools or City of Stamford. The Vendor agrees to hold the Stamford Public Schools, the City of Stamford, and their employees, agents, and officers, safe and harmless from liability during the performance of this contract, and provide a waiver of subrogation in favor of the Stamford Public Schools, the City of Stamford, and their employees, agents and officers. The Vendor shall provide the Stamford Public Schools with evidence of insurance, which complies with the insurance requirements hereunder.

6. Notification to Bidders – Equal Employment Opportunity

The contract awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes.

The Stamford Public Schools aggressively solicits the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials. "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: (1) who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans; (2) Hispanic Americans; (3) persons who have origins in the Iberian Peninsula; (4) Women; (5) Asian Pacific Americans and Pacific Islanders; and (6) Native Americans. An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The SPS will consider the following factors when reviewing the Bidder's/Proposer's qualifications:

- (a) Success in implementing an affirmative action plan;
- (b) Where applicable, success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) A promise to develop and implement a successful affirmative action plan;
- (d) Submission of employment statistics contained in the Connecticut Commission on Human Rights and Opportunities ("CCHRO") "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) A promise to set aside a portion of the contract for legitimate minority business enterprises.

6.1 Non-Discrimination

(a) The contractor agrees and warrants that in the performance of the contract, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. If the contract is for a public works project, the contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such project. The contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(b) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "Affirmative Action-Equal Opportunity Employer" in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities ("CCHRO");

(c) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a copy of these provisions, advising the labor union or worker's representative of the contractor's commitments under these

provisions and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(d) The contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 4a-62, 32-9e, 46a-56 and 46a-68b to 46a-68k, inclusive, and with each regulation or relevant order issued by said CCHRO;

(e) The contractor agrees to provide the SPS with such information requested by the SPS, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor.

6.2 Prime Contractor Responsibility

Vendors submitting proposals to this Bid may utilize the services of subcontractors. If subcontractors are planned to be used, this should be clearly explained in the proposal. The prime Proposer will be responsible for the entire contract performance whether or not a subcontractor is to perform.

All corporate information in this Bid must be included for each proposed subcontractor. The Proposal must also include copies of any agreements to be executed between the prime Proposer and any subcontractors in the event of contract award. Under this Bid, the Stamford Public Schools retains the right to approve all subcontractors.

6.3 Subcontractors

The contractor shall include the provisions of subsection (6 and 6.1) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the SPS and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CCHRO. The contractor shall take such action with respect to any such subcontract or purchase order as the SPS may direct as a means of enforcing such provisions.

The contractor agrees to comply with the CCHRO's requirements as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

6.4 Ambiguity in the BID Specification

Prior to submitting the proposal, the contractor is responsible to bring to the SPS' attention any ambiguity in this BID. Failure to do so shall result in the contractor forfeiting any claim for adjustment based on such ambiguity as should have been noted by a prudent contractor.

In the event of any ambiguity between the SPS' BID and the proposer's proposal, then whatever shall be more favorable to the Stamford Public Schools as determined in the sole discretion of the SPS shall prevail and take precedence.

6.5 Ownership Information

The Stamford Public Schools shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information developed, derived, documented or furnished by the contractor under any contract resulting from this BID.

In the event of contract award, all data collected and other documentation procured as part of the contract will become the exclusive property of the Stamford Public Schools and may not be copied or removed by any employee of the contractor without written permission of the Stamford Public Schools.

6.6 Proprietary Information

The Stamford Public Schools will not disclose any portion of the proposals except to members of the proposal evaluation team prior to contract award. The Stamford Public Schools retains the right to disclose the name of the successful proposer, the amount of contract, and any other information in the proposal that is pertinent to the selection of the contractor.

6.7 Independent Project Cost Determination and Gratuities

By submission of an offer, the proposer certifies, that in connection with this proposal:

- The costs in this offer have been arrived at independently, without consultation, communication or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other proposer or competitor.
- The prices quoted in this offer will not change for a period of one hundred and twenty (120) days after the receipt date at the Stamford Public Schools of this offer.
- Unless otherwise required by law, the costs which have been quoted in this offer have not been knowingly disclosed by proposer and will not knowingly be disclosed by the proposer prior to award, directly or indirectly to any other proposer or to any competitor.
- No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restrictive competition.
- No elected official or appointed official or employee of the Stamford Public Schools or the City of Stamford shall benefit financially or materially from any contract awarded pursuant to this BID.

6.8 Gifts

During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education (“BOE”) or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

6.9 Incurring Cost

The Stamford Public Schools will not be held responsible for any costs incurred by the proposer for work performed in preparation and production of a proposal or for any work performed prior to the issuance of a contract.

6.10 Student Data Privacy

To effect the transfer of data subject to FERPA, the Contractor agrees and acknowledges as follows:

A. The Contractor shall ensure compliance in all respects with the provisions of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g, (“FERPA”) including any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by federal or state law or regulation.

B. Student information, student records and student-generated content, as those terms are defined pursuant to Connecticut General Statutes §10-234aa (collectively “student data”), are not the property or under the control of the Contractor;

C. The Board shall have access to and may request the deletion of student data in the possession of the Contractor except when such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor, provided the Board may request the deletion of any such student data if such copy has been used by the operator to repopulate accessible data following a disaster recovery; at any time by notifying Contractor, in writing, of such request and identifying the information to be deleted;

D. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement with the Board;

E. The procedures by which a student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct erroneous information, if any, in such student record is set forth in Board Policy, with specific reference to Policy 5115 (as may be amended from time to time) and its associated Regulation(s), a copy of which may be found at <http://www.stamfordpublicschools.org/district/board-education/pages/policy-handbook>.

F. The Contractor shall take actions designed to ensure the security and confidentiality of student data;

G. The Contractor shall adhere to the following procedures to notify the Board in the event that there has been an unauthorized release, disclosure or acquisition of student data:

a. Upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of student information, excluding any directory information contained in such student information, the Contractor shall notify, without unreasonable delay, but not more than thirty days after such discovery, the Board in writing through the Superintendent of Schools of such breach of security. During such thirty-day period, the Contractor may (A) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose student information is involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the Contractor's data system.

b. Upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of directory information, student records or student-generated content, the Contractor shall notify, without unreasonable delay, but not more than sixty days after such discovery, the Board of such breach of security. During such sixty-day period, the Contractor may (A) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students

whose directory information, student records or student-generated content is involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the Contractor's data system.

H. Student data shall not be retained or available to the Contractor upon expiration of the Agreement between the Contractor and the Board, except a student, parent or legal guardian of a student may choose to independently establish or maintain an electronic account with the Contractor after the expiration of such Agreement for the purpose of storing student-generated content.

I. All student-generated content shall be the property of the student or the parent or legal guardian of the student.

J. The Contractor shall implement and maintain security procedures and practices designed to protect student information, student records and student-generated content from unauthorized access, destruction, use, modification or disclosure that, based on the sensitivity of the data and the risk from unauthorized access, (1) use technologies and methodologies that are consistent with the guidance issued pursuant to section 13402(h)(2) of Public Law 111-5, as amended from time to time, (2) maintain technical safeguards as it relates to the possession of student records in a manner consistent with the provisions of 45 CFR 164. 312, as amended from time to time and (3) otherwise meet or exceed industry standards.

K. The Contractor shall not use (1) student data for any purposes other than those authorized pursuant to this Agreement, or (2) personally identifiable information contained in student data to engage in targeted advertising.

L. The parties agree that this Agreement controls over any inconsistent terms of conditions contained within any other agreement entered into by the parties concerning student data.

M. If a court of competent jurisdiction finds that any provision of this Agreement is invalid, illegal or unenforceable, in any respect, then such invalidity, illegality or unenforceability shall not affect or impair any other remaining provisions of this Agreement, which shall remain in full force and effect. Moreover, if a court of competent jurisdiction finds that any provision of this Agreement is excessively broad, then such provision shall be construed by limiting it so as to be enforceable to the extent compatible with applicable law.

6.11 Code of Ethics

Vendor shall comply with the Stamford Municipal Code of Ethics as codified in Chapter 19 of the City of Stamford Code of Ordinances and shall be considered an “employee”, as defined in that Chapter, strictly for the purpose of compliance thereto. Vendor is prohibited from using its status as a vendor to derive any interest(s) or benefit(s) from other individuals or organizations.

6.12 Off Contract Purchase

The District reserves the right to purchase items and/or products covered by this agreement from alternate sources, should, during the term of this agreement, the District obtain more favorable pricing from those alternate sources or determine that it is in its best interest to purchase an item from an alternate source. This Contract is not an exclusive Contract.

6.13 Information on Bidders' Background

In addition to the specific information required to be submitted in direct response to this procurement, the Stamford Public Schools reserves the right to request certain additional information from any/all bidders, such as Dunn & Bradstreet reports, certified financial statements, lists and details on equipment and other important and necessary information and documents that will serve the best interest of the City, in the opinion of Superintendent of Schools and/or of the Purchasing Agent, in determining the capabilities of a contractor.

6.14 Independent Contractor Status

It is the intent of this proposal that the successful bidder is an independent contractor, and not an employee or agent. Nothing in this proposal or the contract to be signed shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Stamford Public Schools and the Agency, or any employee or agent of the Agency, or between the Agency and any agent or employee of the Board. Both parties acknowledge that the Agency will not be an employee for federal or state tax purposes.

B. Background

SPS serves some approximately 16,000 students in 21 schools, grades Pre K – 12. The district, which encompasses 2,850,000 square feet of space, contains 13 elementary schools. Of the existing 13 elementary schools, 11 include grades K-5, the new school is K-3 and one includes grades K-8; five middle schools with grades 6-8, and three high schools. Included in this mix are five magnet elementary schools, one magnet middle school, two large comprehensive high schools, a magnet technology and engineering high school, and two alternative high school programs. Spread amongst these schools are 17 full auditoriums varying in size, one cafeteria, one cafenadium, one gymnasium, and one cafenatorium. All of these areas may require the procurement of janitorial services and are included in the scope of this bid. The quantity of janitorial items used in each school buildings involved will vary over time based on the district need.

C. SCOPE OF WORK

I. GREEN CLEANING PURCHASE AND CONSULTATION SERVICES

The purpose of this specification is to develop and implement a green cleaning program that includes “certified” green cleaning materials, procedures, training components, consultation services and cleaning equipment assessment of school buildings. Such a program will improve health and safety in the Public Schools of the City of Stamford through improved indoor air quality and protect the health of students, teachers, staff and visitors. Along with healthy cleaning, the program promotes environmental stewardship through the use of “3rd party certified” green cleaning materials when possible and increases useful lifespan for buildings. The Stamford Public Schools (SPS) intends to contract with a qualified vendor or person whose bid is deemed to be most advantageous. No contract shall be awarded solely on the basis of price. Only those bids determined to meet all requirements will be given consideration.

The Stamford Public Schools reserves the right to interview firms whose bids are determined to best meet the needs of the school district. The SPS will have a selection committee comprised of members of the Facilities Department, district management and other qualified professional staff. The values for the various “Award Criteria” are listed below.

The SPS is offering interested vendors the opportunity to provide a “Green Cleaning Program” at designated SPS locations. Vendors will be provided similar school buildings so their “Systems” can be comparably evaluated. The evaluation will consist of a standard building assessment form that is utilized by the Facilities Department to measure building cleanliness. The form measures building cleanliness in the following areas: classrooms, hallways, restrooms, stairwells, administrative offices, gymnasium, auditorium and cafeteria. Interested vendors should contact Rich Lyons, Facilities Dept. at 203-977-6136 for more information.

Award Criteria

- Vendor shall demonstrate competence and qualifications of their organizations and service team.
- Relevant experience and resources of the organization.
- Demonstrate ability to provide acceptable materials, web based system, consultation services, equipment evaluation, training and services.
- Understanding and knowledge of work to be performed.
- Cost
- Adherence in providing information required by this Bid.
- Vendor shall maintain insurance that meets or exceeds General Liability and Worker’s Compensation.
- Vendor Contact person. We will require a one person contact for problems, products and services. No subcontracting will be permitted.

Evaluation

- 1) **Program Development:** Vendor must provide the district with all supplies and materials in this bid to perform a **complete Green Cleaning Program** that meets the requirement of the State of Connecticut’s Green Cleaning guideline. The program must be a **complete program** and meet specific needs as determined by the district.
- 2) **Program Installation/Training:** Upon installation of the program, the vendor must provide training as stated.

3) **Initial Training:** Vendor will conduct continuing training sessions for facility personnel in both basic and advanced cleaning topics. The comprehensive training program will include, but not be limited to:

- a) Green Cleaning Philosophy
- b) Proper Handling of Chemicals
- c) Proper Use and Maintenance of Equipment
- d) Proper Use of Personal Protective Equipment
- e) Building Specific Cleaning Procedures
- f) Hazard Communication
- g) Reducing Exposure to Hazardous Materials
- h) Chemical Products
- i) Cleaning Procedures
- j) Certificates of Completion: Upon successful completion of the Training Program each employee will be issued a Certificate of Completion.

4) **On-Going Training Schedule**

a) **Facilities Management:** The vendor will meet with and update the Facilities Management Team, semi-annually, on Environmentally Preferred Purchasing Procedures, advances in product development and new cleaning procedures.

b) **Training the Trainer Program:** The vendor will arrange meetings with Custodial Supervisors semi-annually to address cleaning concerns, provide updates on product development and new cleaning techniques.

c) **Custodial Training Program:** The vendor will provide quarterly training to the custodial staff and will provide “Step-by-Step,” hands on training, emphasizing state-of-art “green” cleaning techniques.

d) **New Employee Training:** The vendor will hold quarterly training programs for all new custodial employees of the Stamford Public Schools.

5) **Factory Trained Representatives:**

The training representatives must be factory trained in the areas listed above and provide proof of such training.

6) **Building Inspections**

One inspection for each school building will be scheduled each quarter. Inspections are designed to detail the level of cleanliness within the building. In addition, inspections will be done on custodial equipment to assess whether the appropriate repair and preventive maintenance is occurring. All bathrooms dispensing equipment will also be inspected.

7) **Training Materials:**

Vendor will have the following materials available to the SPS in both written and electronic form upon request.

- a) Product Training Documents
- b) Product Wall Charts

- c) Location Charts
- d) Step By Step Procedure Charts
- e) Training Manuals – Program Specific
- f) MSDS / TDS
- g) Secondary Labels
- h) Literature

8) **Program Forms:**

Vendor must provide all forms necessary to be compliant with the mandated Green Cleaning program.

9) **Regulatory Compliance:**

Vendor is to provide to all school locations, and the BOE Maintenance and Facilities Department copies of all Material Safety Data Sheets in compliance with OSHA's Hazard Communication Standard. This information is to be available in Spanish upon request.

10) **Secondary Labels:**

Upon request, the vendor must provide sufficient secondary product labels for each item sold. Labels must be resistant to deterioration from contact with chemicals and/or water. All secondary labels shall be and shall comply with requirements of the OSHA Hazard Communication Standard.

11) **Technical Service Support:**

Vendor will provide ongoing technical service and support. 24 hour live emergency chemical information is to be provided at no additional cost.

12) **Unit of Measurement, Price and Conformity to Plans and Specifications:**

While cost is a significant factor in considering the award, it is **not** the only factor and the award will **not** be based solely upon the **lowest price submitted**. The SPS reserves the right to accept other than the lowest price proposal. The vendor shall offer discounts for items not included on the price pages of this Bid. Additionally, SPS will require information that discloses the quantity or unit of measure where it differs from district specifications.

13) **Provide a Schedule** with a pricing schedule of all green products by category (GREEN ITEMS)

Assume cleaning products, paper and paper supplies, etc. The Vendor should recommend the fewest green chemical cleaning products needed to clean and maintain a school building. The District may award this bid on an item-by-item basis, category basis or Grand Total basis.

14) **Brand Names:**

All products submitted must be a recognized national brand. The brand name must appear on the proposal for each item. A space left blank will not be considered for the award.

15) **Chemical Products:**

Where applicable, products must meet UL, EPA, OSHA, Green Seal® or DfE standards. Vendor shall provide documentation of the same.

16) **Risk Management:**

Vendor must provide assistance with regulatory compliance. Vendor must be able to provide a National Manufacturer's liability program when using their floor care products. Such a program

provides the SPS with the ability to resource the manufacturer's expertise when and technical competency when liability cases require additional information.

Qualifications

- a) The vendor must have an equipment repair shop.
- b) The vendor must have experience working in a school district or municipality.
- c) The vendor must have the ability and experience to survey all school cleaning equipment by operating it to determine if it is running according to specification.
- d) The vendor must have the expertise to evaluate dilution systems to determine if the machines are operating according to specification.
- e) The vendor must determine if all chemicals are being used correctly during their inspections.
- f) The vendor must have a web based system for building inspection evaluations.

II. CUSTODIAL SUPPLY CATEGORIES

CATEGORIES	SUB-CATEGORIES	GREEN ITEMS:
1. Floor Maint. Products	Mop Heads, Wet Mops, Mop Handles, Dust Pans, Dry Mop Frames, Pads, Stripping Cleaning, Sanding Screens, Gym Seals, etc.	
2. Soaps Disinfect Chemicals	Floor Care, Carpet Care, Deodorants, Disinfectants + Cleaning, Floor Finishes, Strippers, Gen Cleaning Product, Graffiti Cleaners, etc.	
3. Paper Products	Dispensers, Hand Towels, Toilet Paper, Sanitary Napkins, and Terrycloth Rags, etc.	
4. Waste Receptacles	Brute all sizes, Liners, etc.	
5. Floor Maint. Equipment	All types	
6. Outside Grounds Care	Shovels, Rakes, Fuel Stabilizers, Bug Sprays, etc.	
7. Tools	All types	
8. Brooms Brushes Toiletries	Brooms all types, Johnny Mop, Toilet Brushes, etc.	
9. Equipment	Ladders, Hand Trucks, Desk Movers, Carpet Dryers, Scaffold, etc.	
10. Miscellaneous	Flags, Gloves Powdered and Canvass, Dust Masks, etc.	
GRAND TOTALS:		

III. PRODUCT PRICING (PRICE STRUCTURE)

Product pricings in each sub-categories shall be comparable to that of vendors that are on either of the following Consortium that the district belongs to:

State of Connecticut DAS
Sourcewell (NJPA)
TIPS
CREC
GSA
MHEC
US COMMUNITIES
National IPA
E&I
Others

If a vendor (s) does not belong to a national or local purchasing consortium, its pricing structure to the SPS shall be a specified discount off of the MSRP catalog price or the vendor catalog price. Contract discounts and other pricing published under the contract represents “ceiling” or “not-to-exceed” pricing, and may be further negotiated. The latter also applies to vendors that are on either of the above consortium.

IV. SPECIAL INSTRUCTIONS

- 1. Vendor to provide samples upon request. The District may test product in one or more schools and reserves the right to change the award based on said test.**
- 2. All items must be as specified with following exceptions:**
 - Floor Finish—Butchers**
 - Floor Sealer—Butchers**
 - Floor Cleaner—Butchers**
 - Toilet paper dispenser—JRT 350 or equivalent**
- 3. Vendor (s) shall be able to deliver awarded items starting on July 1st of 2019 or earlier.**

E. Place of Delivery

Custodial supplies ordered by the district shall be delivered to all schools within the district.

F. F.O.B.: Prices are to be quoted **F.O.B.** Stamford, CT (inside delivery). Deliveries made under this bid will be shipped to the Stamford Public Schools' locations designated when an order is issued. Bid prices should take this factor into consideration.

G. Submission of Questions and Interpretation of Addenda

Interpretation of Addenda – Requests for interpretation of the Bid documents shall be made in writing. Such interpretations may require an addendum to the Bid documents and will be on file in the Purchasing Department at least seven business (7) days before the day of the Bid opening. In addition, the addendum will be posted on the Stamford Public Schools website not less than (5) calendar days prior to the opening date. In any event all such addenda shall become part of the contract and each respondent shall be bound by such addenda whether or not received by the respondent.

Bid Withdrawal – Bids may be withdrawn by written request prior to Bid opening or after 60 days subsequent to Bid opening if no award has been made.

Questions relating to this request for proposal must be submitted **in writing (E-MAIL ONLY)** to the following address **no later** than **Monday, April 22, 2019**. Questions received after the deadline may not be answered.

Stamford Public Schools
Rich Lyons, BOE Facilities Manager
rlyons@stamfordct.gov

H. Bid Submission

Four (4) complete sets of the proposal along with an (**electronic copy CD or Flash Drive**) are to be submitted in a sealed envelope and received by the **Purchasing Department, 3rd Floor, by Tuesday April 30, 2019 at 2:30 pm**, and listing the following information on the outside of the envelope: **B-4027 | Bidder's name and address | Proposal Due date. No telephone, electronic, or facsimile proposals will be considered.** No proposals will be accepted after this time.

- Send your proposal to the attention of:

Stamford Public Schools
Attn: 3rd Floor, Purchasing | B-4028 Custodial Supplies
Washington Blvd.
Stamford, CT 06901

Due Date: Proposals must be received by 2:30 pm on Tuesday April 30, 2019.

The proposal should include:

1. Tax Exempt
The Stamford Public Schools is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in the bid price.
2. The “**Official Response Form**” attached must be completed.
3. The “**Non-Collusion Affidavit**” attached must be completed.
4. The “**Contractor’s Statement**” attached must be completed.
5. The “**Contractor’s Verification**” attached must be completed.
6. All material submitted in response to this BID will become public record and will be subject to inspection after Intent to Award notice is issued. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the proposal.
7. A proposal submitted in response to the BID shall constitute a binding offer. The autographic signature of the proposer shall indicate acknowledgement of this condition, or an officer legally authorized to execute contractual obligations. A submission in response to the BID acknowledges acceptance by the Proposer of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the SPS’s BID. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined in the BID.

Failure to comply with all submission requirements may result in reduction of 5-10 points off the “Matrix of Qualifications” score. *For instance, not submitting an (electronic copy CD or Flash Drive).

B-4027 - CUSTODIAL SUPPLIES

H. OFFICIAL RESPONSE FORM

BIDDERS CERTIFICATION: THIS IS TO ACKNOWLEDGE AND CERTIFY THAT I/WE HAVE READ AND UNDERSTOOD THESE SPECIFICATIONS AND HEREBY CERTIFY THAT THE SUPPLIES/EQUIPMENT WE WILL PROVIDE WILL MEET THOSE SPECIFICATIONS.

Name of Vendor _____

Name of Primary contact person _____

Address of Vendor _____

Phone Number of Vendor _____

Contact Person e-mail for follow-up _____

Have you ever defaulted on a contract? Yes _____ No _____

Do you have any pending litigation that we should be made aware of? Y _____ N _____

Signature: _____

Federal Tax ID #: _____

Number of Years' selling similar products to school districts or municipalities: _____ years

REFERENCES:

List of School based references for contracts of a similar nature, including contact names, school district and phone numbers (Contract size can be either # students served or annual dollar amount)

	<u>Reference District</u>	<u>Contact Name</u>	<u>Phone Number</u>	<u>E-mail</u>	<u>Contract Size</u>
a)	_____	_____	_____	_____	_____
b)	_____	_____	_____	_____	_____
c)	_____	_____	_____	_____	_____

OFFICIAL RESPONSE FORM (CONT'D)

PRICING:

CATEGORIES	<u>GREEN- PRODUCTS</u> **	<u>FY19-20 Consortium Price or MSRP Discount Rate</u>	<u>FY20-21 Consortium Price or MSRP Discount Rate</u>	<u>FY21-22 Consortium Price or MSRP Discount Rate</u>	<u>FY22-23*</u> <u>Consortium Price or MSRP Discount Rate</u>	<u>FY23-24*</u> <u>Consortium Price or MSRP Discount Rate</u>
1. Floor Maint. Products	<u>Yes or NO</u>	\$	\$	\$	\$	\$
2. Soaps Disinfect Chemicals	<u>Yes or NO</u>	\$	\$	\$	\$	\$
3. Paper Products	<u>Yes or NO</u>	\$	\$	\$	\$	\$
4. Waste Receptacles	<u>Yes or NO</u>	\$	\$	\$	\$	\$
5. Floor Maint. Equipment	<u>Yes or NO</u>	\$	\$	\$	\$	\$
6. Outside Grounds Care	<u>Yes or NO</u>	\$	\$	\$	\$	\$
7. Tools	<u>Yes or NO</u>	\$	\$	\$	\$	\$
8. Brooms Brushes Toiletries	<u>Yes or NO</u>	\$	\$	\$	\$	\$
9. Equipment	<u>Yes or NO</u>	\$	\$	\$	\$	\$
10. Miscellaneous	<u>Yes or NO</u>	\$	\$	\$	\$	\$
OVERALL PRICE		\$	\$	\$	\$	\$

**FY22-23 and FY23-24 are Option years*

*** If No, explain briefly below:*

Intent of Bid

- 1. It is the intent of this bid that the Stamford Public Schools receives Janitorial Supplies (Custodial Supplies) with the industry- standard of environmental stringency and warranty at the lowest possible cost.*
- 2. It is not the intent of this Bid that a vendor must exactly meet the exact specifications outlined in this Bid. The bidder may propose comparable Janitorial supplies that reasonably meets our specifications. The Stamford Public Schools will give preference to vendor (s) that propose Janitorial Supplies that meet or exceed the SPS's green-cleaning specifications.*

I. Non-Collusion Affidavit

The undersigned, having been duly sworn, affirms and says that to the best of his/her knowledge and belief:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with any competitor for the purpose of restricting competition.
2. Unless otherwise required by law, the prices, which have been quoted in this Proposal, have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

Name of Proposer: _____

By: _____

Print Name: _____

Title: _____

STATE OF CONNECTICUT
Contractor Verification
(in accordance with Public Act 16-67)

Directions to Contractor: Connecticut law requires that any contractor applying or bidding for a contract (including individuals who are independent contractors) with a local or regional board of education, a governing council of a state or local charter school, or inter-district magnet school operator require any employee with the contractor who would be in a position involving direct student contact to supply the contractor with the information provided in this form. Information may be collected either through a written communication or telephonically.

In addition, pursuant to Connecticut General Statutes (C.G.S.) § 10-222c, the contractor is required to contact – either telephonically or through written communication – any current or former employer of an employee if such employer was a local or regional board of education, a governing council of a state or local charter school, or inter-district magnet school operator or if the employment caused the employee to have contact with children, to request any information concerning whether there was a finding of abuse or neglect or sexual misconduct against the employee. If the contractor receives any information indicating such a finding, or otherwise has knowledge of such a condition, the contractor must immediately forward such information to any local or regional board of education with which the contractor is under contract.

Directions to Employee of Contractor: Pursuant to Connecticut state law, employees of a contractor who would be in a position involving direct student contact must supply all of the information provided in Section 2 of this form.

Section 1 – To be completed by Contractor

Name	
Street address	
City, State, Zip Code	
Contact person	
Telephone number/email address	

Section 2 – To be completed by Employee of Contractor

Part A. On a separate sheet of paper, please list the name, address and telephone number of each current or former employer, if such current or former employer was a local or regional board of education, a governing council of a state or local charter school, or inter-district magnet school operator, or if such employment otherwise caused you to have contact with children.

Part B. Please complete the questions below in their entirety.

Have you ever:

Y N Been the subject of an abuse or neglect or sexual misconduct investigation by any employer, state agency or municipal police department (answer “no” if the investigation resulted in a finding that all allegations were unsubstantiated)?

Y N Been disciplined or asked to resign from employment or resigned from or otherwise separated from any employment while an allegation of abuse or neglect was pending or under investigation by the Department of Children and Families (the “department”), or an allegation of sexual misconduct was pending or under investigation or due to an allegation substantiated pursuant to section 17a-101g of abuse or neglect, or of sexual misconduct or a conviction for abuse or neglect or sexual misconduct?

Y N

Had a professional or occupational license or certificate suspended or revoked or ever surrendered such a license or certificate while an allegation of abuse or neglect was pending or under investigation by the department or an investigation of sexual misconduct was pending or under investigation, or due to an allegation substantiated by the department of abuse or neglect or of sexual misconduct or a conviction for abuse or neglect or sexual misconduct?

Part C – Written Consent and Disclosure Authorization. I hereby authorize the entities I have listed in Section 2 of this form to release to the entity listed in Section 1 of this form the information required to be released by my previous employer pursuant to (C.G.S.) § 10-222c along with any related records. I hereby consent to and authorize disclosure by the State Department of Education of the information requested pursuant to C.G.S. § 10-222c, as amended by Public Act 16-67, and I hereby authorize the release by the State Department of Education of any related records. I further hereby release the above-named employer(s) and the State Department of Education from any and all liability of any kind that may arise from the disclosure or release of records requested pursuant to C.G.S. § 10-222c, as amended by Public Act 16-67.

Signature of Applicant

Date

NOTES:

The terms provided below are currently defined in state law as follows. Please note that statutes may be amended from time to time.

Sexual Misconduct means – “any verbal, nonverbal, written or electronic communication, or any other act directed toward or with a student that is designed to establish a sexual relationship with the student, including a sexual invitation, dating or soliciting a date, engaging in sexual dialog, making sexually suggestive comments, self-disclosure or physical exposure of a sexual or erotic nature and any other sexual, indecent or erotic contact with a student.” Connecticut General Statutes § 10-222c(k).

Abuse or neglect means – “abuse or neglect as described in Section 46b-120, and includes any violation of Sections 53a-70, 53a-70a, 53a-71, 53a-72a, 53a-72b or 53a-73a.” Connecticut General Statutes § 10-222c(k).

The Connecticut State Department of Education is an affirmative action/equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, gender identity or expression, sexual orientation, marital status, national origin, ancestry, age, criminal record, political beliefs, genetic information, intellectual disability, past or present history of mental disability, learning disability, or physical disability, including, but not limited to, blindness or any other basis prohibited by Connecticut state and/or federal nondiscrimination laws.

Contractor's Statement

Pursuant to Section 103 .1 of the Stamford Code of Ordinances, I hereby provide the following:

If a joint venture, trustee, partnership, Limited Liability Company or partnership, the names and addresses of all joint venturers, beneficiaries, partners or members:

If a corporation, the names and addresses of all officers and the names and addresses of all parties owning over 10% of its common stock or over 10% of its preferred stock. If any of said stockholders is a holding corporation, the names and addresses of all persons owning a beneficial interest in over 10% of the common or preferred stock of said holding company.

The names and positions of all persons listed hereinabove who are elected or appointed officers or employees of the City of Stamford.

Name of

Bidder/Proposer: _____

Signature of Bidder/Proposer: _____

Title: _____

Company Name: _____

Address: _____

**SAMPLE
CORPORATE
RESOLUTION
ON BACK**

(COMPANY LETTERHEAD WITH LOGO HERE)

CORPORATE RESOLUTION

DATE:

We, the undersigned, being all the Directors of , organized and

(Name of company)

existing under the laws of , and having its principal place of business at

(State)

(Company's Address)

hereby certify that the following individuals are representatives of the company who can execute

documents.

Date

Date

Date

[CLEAR FORM](#)

[PRINT](#)

Hover over text boxes above to know what to input