

SWAMPSCOTT DEPARTMENT OF PUBLIC WORKS



INVITATION FOR BIDS

16-05

CLEANING SERVICES AT PUBLIC BUILDINGS

October 5, 2015

BIDS DUE:

Tuesday, October 20, 2015, 2:00 PM

*Late bids will be rejected

Town of Swampscott
c/o City of Salem
93 Washington Street, 2nd Floor
Salem, MA 01970
whaskell@salem.com

16-05
Cleaning Services at Swampscott Public Buildings
Cover Sheet

PLEASE PRINT OR TYPE:

Name of Bidder:	Contact Individual:			
Address:				
#	Street	City/Town	State	Zip Code
Phone:		Alternate Phone:		
Email Address:		Social Security/Federal Tax Identification Number:		
Authorized Signature: _____				

16-05
Cleaning Services at Swampscott Public Buildings
Checklist

Submissions:

Please Check:

- Completed Cover Sheet
- Bidder's Checklist (this sheet)
- Bid Form
- Signed Certificate of Non-Collusion
- Signed Tax Compliance Certification
- Certificate as to Corporate Bidder
- Reference Form
- Acknowledgement of Addenda: _____ (*if applicable*)
(#s)

16-05
Cleaning Services at Swampscott Public Buildings
Bid Form

Building	Year 1	Year 2	Year 3	Total
Swampscott Police Station	\$	\$	\$	\$
Swampscott Senior Center	\$	\$	\$	\$
Swampscott Public Library	\$	\$	\$	\$
Swampscott Town Hall	\$	\$	\$	\$
Total	\$	\$	\$	\$

 Signature of Authorized Representative

 Name Printed

 Bidder

 Date

16-05
Cleaning Services at Swampscott Public Buildings
Certifications

CERTIFICATE OF NON-COLLUSION

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

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Bidder (if different than name))

(Date)

TAX COMPLIANCE

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

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Bidder (if different than name))

(Federal Tax Identification or Social Security Number)

(Date)

CERTIFICATE OF CORPORATE AUTHORITY

I, _____ certify that I am the _____ of the corporation named as Bidder in the Bid included herein, that _____, who signed said Bid on behalf of the Bidder was then _____ of said corporation, that I know his signature, that his signature thereon is genuine and that said Bid was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

(Secretary-Clerk)

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Bidder (if different than name))

(Date)

16-05
Cleaning Services at Swampscott Public Buildings
Reference Form

Please provide the name, email address, telephone number, and point of contact for at least three references, for work performed within the past two years, of a similar scope. Municipal/Governmental references are preferred.

1. Organization/Company:

Contact Name: _____

Contact Title: _____

Email Address: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: () _____

2. Organization/Company:

Contact Name: _____

Contact Title: _____

Email Address: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: () _____

3. Organization/Company:

Contact Name: _____

Contact Title: _____

Email Address: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: () _____

4. Organization/Company:

Contact Name: _____

Contact Title: _____

Email Address: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: () _____

5. Organization/Company:

Contact Name: _____

Contact Title: _____

Email Address: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: () _____

Part 1. General Information

1.1 PROCUREMENT DESCRIPTION

The Town of Swampscott Department of Public Works (DPW) intends to award a contract for institutional cleaning services (a 'cleaning contract") for the following four buildings:

Swampscott Town Hall - 22 Monument Ave (approximately 20,700 sq. ft.)

Swampscott Public Library - 61 Burrill Street (approximately 18,500 sq. ft.)

Swampscott Police Station - 531 Humphrey Street (approximately 24,300 sq. ft.)

Swampscott Senior Center - 200R Essex Street (approximately 10,100 sq. ft.)

The cleaning services shall consist of all labor and equipment as well as those materials/supplies specified.

The Department of Public Works (DPW) will award a single contract for all four buildings. All references from this paragraph on that refer to Town will mean action by the DPW.

The four buildings have varying hours of operation. The cleaning schedules will have to be adjusted accordingly.

The initial contract term shall commence on or around November 1, 2015 and terminate October 31, 2015, with the option to renew for up to two additional years in one-year increments.

The Department shall retain sole discretion in the exercise of each option to renew, any such option to be exercised following proper notice to the Contractor. The exercise of each option to renew shall be subject to appropriation

1.2 APPLICABLE LAW

This procurement will be conducted pursuant to Massachusetts General Laws Chapter 30B.

1.3 APPROVAL

Any contract that may result from the procurement shall be subject to the approval of the DPW.

1.4 INCORPORATION BY REFERENCE

All requirements, specifications, terms and conditions described in this Invitation for Bids shall be incorporated by reference into any contract that may result.

1.5 TIME FOR AWARD

Any contract that may result from the procurement shall be awarded within thirty (30) days after the bid opening. The Contractor must agree to hold its bid prices firm for that period.

1.6 RIGHT TO CANCEL/REJECT

The Department reserves the right to cancel this Invitation for Bids or reject in whole or in part any and all bids if the S determines that cancellation or rejection serves the best interests of the Town.

1.7 TAXATION

Purchases made by the Department are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the bid pricing.

Copies of the Town's tax exempt paperwork shall be available upon request of the selected contractor.

1.8 OBTAINING THE INVITATION FOR BIDS

The Invitation for Bids shall be available beginning, Monday, October 5, 2015.

The Invitation for Bids and related documents shall be available for download from:

<http://www.salem.com/purchasing/pages/open-procurements-ifb-rfp-rfq>

1.9 PRE-BID SITE VISIT

A pre-bid site visit will take place on Thursday, October 8, 2015, at 9:00 AM, at 22 Monument Ave, Swampscott, MA 01907.

Part 2. Instructions to Bidders

2.1 REQUIREMENTS AND SUBMISSIONS

Below please find a description of the requirements and submissions that must be included as part of a bid. Bids must be sealed and marked as noted.

2.1.1 BID FORM

Every bid must include a completed 'Bid Form'. See attached. All material, equipment and labor is F.O.B. Town of Swampscott.

2.1.2 NON-COLLUSION

Every bid must include a certification of good faith, certifying that the bid was made in good faith and without collusion or fraud. See 'Non-Collusion Form' attached.

2.1.3 TAX COMPLIANCE

Every bid must include a written certification that the bidder has complied with all state laws relating to taxes, reporting of employees and contractors, and child support. See 'Tax Compliance Form' attached.

2.1.4 CORPORATE AUTHORITY

If the bid is being submitted by a corporation, the bid must include a certification that the individual submitting the bid has been authorized to bind the corporation. See 'Certificate of Corporate Authority' attached.

2.1.5 REFERENCE FORM

Every bid must be accompanied by at least five (5) professional references.

2.2 BID DELIVERY

Below please find a description of the manner in which sealed bids must be submitted.

2.2.1 DUE DATE AND TIME

Bids shall be received by the Office of the Designated Purchasing Agent or before **2:00 PM Tuesday, October 20, 2015**.

Any bid received after that time shall be rejected as non-responsive.

2.2.2 ADDRESS

Sealed bids shall be delivered to the Office of the Designated Purchasing Agent, 93 Washington Street, 2nd Floor, Salem, MA 01970.

2.2.3 HOURS OF OPERATION

Bids must be delivered during the normal hours of operation of the Purchasing Office:

Monday-Wednesday:	8 AM-4 PM
Thursday:	8 AM-7 PM
Friday:	8 AM- 12 PM

2.2.4 COPIES

Bidders must submit one (1) original and one (1) copy of the bid.

2.2.5 LABELING

The outside of the envelope containing the sealed bid must be labeled with 1) the bid number 2) the bid opening date and time and 3) the name of the bidder.

2.3 SIGNATURES

A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

2.4 QUESTIONS, CHANGES, MODIFICATIONS AND WITHDRAWALS

2.4.1 QUESTIONS/REQUESTS FOR CLARIFICATION

Questions concerning this Invitation for Bids must be submitted in writing to: whaskell@salem.com us at least five (5) days prior to the bid opening date. Written responses will be mailed to all bidders on record as having picked up the Invitation for Bids.

2.4.2 CHANGES

If any changes are made to this Invitation for Bids, addenda will be issued. Addenda will be posted in the Office of the Purchasing Agent on the website and e-mailed to all bidders on record as having picked up the Invitation for Bids.

2.4.3 MODIFICATIONS AND WITHDRAWALS

A bidder may correct, modify, or withdraw a bid by written notice received by the Department prior to the time and date set for bid opening.

Modifications must be submitted in a sealed envelope clearly labeled "Modification No. __" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the Invitation for Bids.

After the bid opening a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Department or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the

bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

2.5 UNFORESEEN OFFICE CLOSURES

If, at the time of the scheduled bid opening, 93 Washington Street, 2nd Floor, Salem, MA 01970 is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 PM on the next normal business day. Bids will be accepted until that date and time.

2.6 BID OPENING PROCEDURE

At the time and place fixed for opening of bids, the Department will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

Part 3. Specifications

1. Scope of Work

1.1 It is understood and agreed that only the highest possible standards of cleanliness are acceptable and shall be maintained; that the following specifications are not to be construed as complete and all items not included, but found necessary to properly clean the building and shall be construed to be part of the specifications. The Contractor shall be required to redo, at his/her own expense, any work not done according to the schedule; any work in relation to which there shall be doubt or discrepancy; or any work done in violation of law or public authority. In the event that work has been done improperly, the DPW Director or his/her designee shall have the right to demand immediate corrective action on the part of the Contractor; or to have the conditions corrected by whatever means necessary and to deduct the costs from the monthly invoice.

1.2 Cleaning services apply to offices, corridors, lavatories, stairwells, cafeterias, lounges, entranceways, conference rooms, storage rooms and closets. The Contractor shall be responsible for the proper cleaning of all areas of the building. The DPW Director may elect to restrict cleaning services in specific areas, as he/she deems appropriate.

1.3 Any and all adjustments to regularly scheduled work must be approved in advance, in writing, and must be signed by the DPW Director or his/her designee.

2. Hours and Work Conditions

2.1 The hours of operation vary with each building, and work hours shall be adjusted accordingly.

3. Supervision and Personnel

3.1 The Contractor acknowledges and agrees that it is responsible as an independent Contractor for all services provided under this contract and for all the acts of its employees and agents, hereunder. The Contractor shall not be entitled to receive any wages or other benefits afforded to employees of the Town of Swampscott. The Contractor agrees that it will indemnify, hold harmless and defend the Town and its agents, employees, officers, boards, commissions, and committees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, or resulting from, the performance of the services to be performed under this contract, to the extent that any such claim, damage, loss or expense: (1) is attributable to personal injury or the destruction of tangible property, including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent or willful act or omission of the Contractor, any of the Contractor's employees or agents, or anyone for whose acts the Contractor may be liable.

3.2 The Contractor shall designate a Field Service Supervisor to be in charge of the overall administration and supervision of the contract. The Field Service Supervisor shall report to the DPW Director or his/her designee. The manner and/or schedule of reporting will be determined upon contract award by the DPW Director. The Field Service Supervisor shall assure quality control, shall investigate complaints (including any irregularities, labor problems, accidents, thefts, etc.), shall identify hazards and shall submit any necessary reports.

3.3 The Contractor shall have available a sufficient number of personnel, properly trained in institutional cleaning (including safety training pertaining to precautions in cleaning blood spills and bodily fluids), for regularly scheduled work and emergencies. All employees of the Contractor shall be neat in appearance.

3.4 The Contractor's employees shall not disturb papers on desks, shall not open drawers or cabinets, shall not use telephones, computers, or other town equipment, and shall not tamper with personal or public property. The Contractor's employees shall leave all furniture, equipment, etc. in rooms and other places where the work is done in the same position and condition in which it is found. The Contractor's employees shall not use any computers in the building.

3.5 The Contractor's employees may use the preset electrical and water services in order to perform the work to be done within the building or on the grounds. They shall be held responsible, however, for all damages to such services or equipment, or damage cause by such services, if such damage(s) were by reason of their use of such service or equipment.

3.6 The Contractor's employees shall clean up all debris caused by their operations. The Contractor may use the town dumpsters for disposal of rubbish from the work site. No debris shall be allowed to accumulate.

4. Security and Safety

4.1 The Contractor shall be solely responsible for security and keys. Under no circumstances shall keys be duplicated by the Contractor or his/her employees.

4.2 At the end of each cleaning shift, the Contractors personnel shall ensure that all windows and exterior doors are closed.

5. Supplies and Equipment

5.1 The Town of Swampscott will provide all cleaning supplies, including but not limited to:

- Trash bags
- Toilet paper
- Paper towels
- Hand sanitizer
- Wax
- Stripper
- Mop heads
- Dry mop heads
- Other products shall be ordered through the Facilities Department

5.2 All equipment, hand tools and accessories necessary to perform the cleaning services shall be the responsibility of the Contractor. Such items include wet and dry vacuums, floor machines, high speed buffers, pressure washers, shampooer's mops, brooms, ladders, shovels, snow blowers, extension cords, putty knives, etc. Contractor's property shall be properly inscribed with Contractor's name. Locked storage areas will be provided for the storage of the Contractor's equipment. The Town, and its agents, employees, officers, commissions, committees, and designees shall not be liable for the security of such storage areas. Storage closets and other storage areas provided are to be kept clean and orderly at all times.

A. Swampscott Police Station:

The following schedule is based on on-site cleaning Monday through Friday, a minimum three hours per day.

1. Thorough vacuuming entire building-Three times a week
2. Empty trash- Common areas and locked offices every day, Monday through Friday. Barrels to be emptied into the dumpster each day.
3. Booking room-Inspect daily and clean as needed.
4. Holding cell area- vacuum and mop twice a week. Inspect daily and clean as needed.
5. Garage-Inspect and clean as needed.
6. Bathrooms-Inspect daily, Monday through Friday and clean as needed. Thorough cleaning at least twice a week.
7. General cleaning duties including washing walls, windows and dusting as needed.
8. Ceramic tile in the main Lobby mop daily
9. Tile floors in first floor hallway, locker rooms and Roll Call room to be washed twice weekly
10. Wax and buff tile area twice a year, Spring and Fall.
11. Mop stairwells each thy, Monday through Friday. Recoat once per year

Special considerations-

The sensitive nature of the secure areas of the station, including locker rooms and roll call room where weapons are stored and offices where confidential materials, especially in the Detectives offices where evidence may be accessible, requires either supervision, careful screening or the established trustworthiness of custodial employees.

B. Swampscott Senior Center:

Three times per week: Tuesday, Thursday, One weekend day.

1. Sweep floors: wet mop all tile floors
2. Vacuum all carpets
3. Clean all bathrooms (toilets, stalls, counters, fill toilet paper, paper towel and soap dispensers.)
4. Empty trash in the dumpster.
5. Weekly surface cleaning of dining room tables and counters in all rooms

C. Swampscott Public Library

a. Offices, Entrances, Reception Area, Hallways, and All Public Areas

1. Dust and Clean all accessible fixtures and furniture including cabinets, desks, credenzas and counter tops, display units and window sills.

Three times per week.

2. Dust Blinds, sills, jams and light fixtures and ceiling vents accessible from the floor.

One time per month.

3. Thoroughly clean all internal partition glass and entrance to main lobby.

Three times per week

Empty all waste paper receptacles, replace liners and spot clean receptacle as needed. Transport trash to a designated area in the building for removal.

Three times per week

b. Floors, Carpet, Tile

1. Detail vacuum all accessible carpeted area

Three times per week

2. Mop hard surface floor

Three times per week

c. Staff Room

1. Clean and stock rest room

Three times per week

2. Clean all counters, tables and sink

Three times per week

3. Empty all waste receptacles, replace *liners* and spot clean receptacles as needed

Three times per week

d. Restrooms

1. Clean and disinfect wash basins, toilet bowls, and counter tops

Three times per week

2. Spot clean walls

Three times per week

3. Thoroughly mop all floors

Three times per week

4. Restock products such as paper towels, toilet paper, soap

Three times per week

5. Empty all receptacles, replace liners and spot clean receptacles as needed

Three times per week

e. Meeting room- Second Floor

1. Vacuum carpets

One time per month

2. Empty trash receptacles, replace liners and spot was receptacle as needed

One time per month

3. Dust window sills and wash table tops

One times per month

f. Closing Instructions

1. Clean and organize janitorial closet

Three times per week

2. Turn off lights and lock building

Three times per week

3. Set building security alarm

Three times per week

D. Swampscott Town Hall

a. Offices, Entrances, Hallways, Kitchen Area, and Conference Rooms

1. Dust and clean all accessible fixtures and furniture including cabinets, desks, credenzas, counter tops, display units and window sills

Two times per week

2. Empty all trash receptacles, replace liners and transport trash to designated area for removal

Two times per week

3. Detail vacuum all accessible carpeted floors

Two times per week

4. Mop tile and wood flooring

Two times per week

5. Clean all kitchen counters, tables and sinks
Two times per week
7. Dust blinds, sills, jams, light fixtures, and ceiling vents accessible from the floor
One time per week
8. Clean and sanitize drinking fountains
One time per week
9. Detail vacuum all open carpeted private offices

b. Restrooms

1. Clean and disinfect wash basins, toilet bowls, and counter tops
Two times per week
2. Spot clean walls
Two times per week
3. Thoroughly mop all floors
Two times per week
4. Restock paper towels, toilet paper and hand soap as necessary
Two times per week
5. Empty all trash receptacles, replace liners, and transport trash to a designated area for removal
Two times per week

Part 4. Evaluation and Selection

4.1 BIDDER QUALIFICATIONS

- A. Bidders must have the capacity (size and staff) to perform the scope of work defined herein.
- B. Bidder must have a minimum of three (3) years experience in the cleaning industry
- C. Bidder must provide at least five (5) references (municipal contracts preferred).

4.2 RULE FOR AWARD

Any contract that results from the procurement shall be awarded to the lowest responsible and eligible bidder, offering the lowest price on the "Bid Form."

Part 5. Terms and Conditions

5.1 TERM OF CONTRACT

The initial contract term shall commence on or around November 1, 2015 and terminate October 31, 2015, with the option to renew for up to two additional years in one-year increments.

5.2 ASSIGNMENTS AND SUBCONTRACTING

The selected vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the Town. The successful bidder shall be fully responsible to the Town for the acts and omissions of his subcontractor, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

5.3 PAYMENT

The Department shall make every effort to furnish payment within thirty (30) days of receipt of a reasonably detailed invoice. Any invoice received must reference the contract number. Nothing contained in the contract shall create any contractual relation between any subcontractor and the Department. The Successful Bidder shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the application provisions of the Contract for the improvements embraced in the site preparation.

Invoicing for all work must be done monthly and must be accompanied by copies of original bills for material used. Billing must separate labor and itemize materials

5.4 INSURANCE REQUIREMENTS

General - The Vendor shall before commencing performance of the Contract be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the Vendor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Vendor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the Town of Swampscott, its agents and employees from any and all claims for damages to persons or property as may rise out of the performance of this Contract.

Vendor's Comprehensive General Public Liability and Property Damage Liability Insurance - The Vendor shall carry Comprehensive General Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Vendor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit or not less than One Million Dollars

(\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

Comprehensive Automotive and Property Damage Insurance - The Vendor shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Vendor while performing work under the Contract in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages to or destruction of property.

The Vendor must carry Workman's Compensation Insurance in the amounts prescribed under Massachusetts State Law and meet all other Town and State Laws and Regulations.

No cancellation(s) of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the Town of Swampscott at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent by registered mail, return receipt requested. These provisions shall apply to the legal representative(s), trustee in bankruptcy, receiver, assignee, trustee, and successor(s) in interest of the Vendor.

All insurance coverage shall be at the sole expense of the Vendor and shall be placed with such company as may be acceptable to the Town of Swampscott and shall constitute a material part of the contract documents.

Failure to provide written proof to the Town and continue in force such insurance as aforesaid shall be deemed a material breach of the contract, and may constitute sufficient grounds for immediate termination of the same.

5.5 CHANGE ORDERS AND ADJUSTMENTS

Any request for a change order or adjustment must be submitted in writing and contain, an explanation of the need for the change order, a statement of work including a cost breakdown of each addition, and a statement that the change order is in the best interest of the awarding authority. The Town is not obligated to pay for change orders that are not approved in writing, by the original contract signatories. Three (3) copies of the change order shall be required.

5.6 INDEMNIFICATION

Unless otherwise provided by law, the Vendor will indemnify and hold harmless the Town against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the Town may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees.

5.7 FEDERAL AND STATE LAW

The selected contractor shall comply with all applicable Federal, State and Local laws and ordinances.

5.8 STATEMENT OF WORK

Except as otherwise specifically stated in the bid and contract documents the selected contractor shall secure, at its own expense, all necessary permits and licenses and comply with all city and state codes and regulations. The selected contractor shall provide and pay for all materials, equipment, labor, tools, temporary construction of every nature, charges, levies, fees, or other expenses incurred and all other services and facilities of every nature whatsoever for his performance of the Contract within the specified time, and required for this project. The selected contractor must provide all materials and equipment free of any lien, claim or encumbrance.

5.9 SAMPLE CONTRACT

See 'Sample Contract' attached.