



REQUEST FOR PROPOSALS FOR:

Downtown Somerville Alliance, Inc.
Clean & Safe Program
Cleaning, Landscaping, and Hospitality

PROPOSAL ACCEPTANCE DATE: On or before 10:00 a.m. Friday, March 15th 2024
Proposals can be mailed to:

Natalie Pineiro, Downtown Managing Consultant
Downtown Somerville Alliance, Inc.
50 Division Street
Somerville, NJ 08876
npineiro@somervillenj.org

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NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the Downtown Managing Consultant, for the Downtown Somerville Alliance, County of Somerset, State of New Jersey. All bids must be enclosed in a sealed envelope bearing the name and address of the bidder and clearly marked on "Downtown Somerville Alliance Cleaning, Landscaping, and Hospitality Program". The Bids must be received by March 11, 2024 at 10:00 a.m. for consideration.

INFORMATION TO BIDDERS

1. INTENT OF CONTRACT DOCUMENTS:

Under these specifications and the contract which will be based thereon, it is proposed that the bidder shall furnish all materials, equipment, tools, labor and supervision necessary to complete the work upon which he/she proposes in strict accordance with the specifications.

The intent of the Contract Documents is to obtain a complete job, satisfactory to the Downtown Somerville Alliance. It shall be understood that the bidder has satisfied himself/herself as to the full requirements of the Contract Documents and has based his Proposal upon such understanding.

The Contractor shall complete an Affidavit certifying that the proposer has fully reviewed the special improvement district, its geography and characteristics.

The Downtown Somerville Alliance seeks a proposal that will include but not limited to cleaning services, landscaping and hospitality services.

2. FAMILIARITY WITH WORK:

It is the obligation of the Bidder to ascertain for itself all the facts concerning conditions to be found at the location(s) including all physical characteristics above. The bidder must ride around the borough on its own time to fully familiarize itself. The Borough of Somerville and Downtown Somerville Alliance assumes no responsibility whatsoever with respect to ascertaining for the Contractor such facts concerning physical characteristics at the special improvement district. The Contractor agrees that he will make no claim for additional payment or extension of time for completion of the work or any other concession because of any misinterpretation or misunderstanding of the Contract, on his part, or of any failure to fully acquaint himself with all conditions relating to the work.

3. SPECIFICATIONS:

This request for proposal allows the contractor to provide a proposal for review. However, there are certain minimum requirements that shall be performed in strict accordance with the

requirements of the Specifications, subject to addenda issued by the Downtown Somerville Alliance in writing. Should any work be required which is not denoted in the Specifications because of an obvious omission but which is nevertheless necessary for the proper performance of the Project, such work shall be performed as fully as if it were described and delineated.

4. INTERPRETATIONS OR ADDENDA:

Should a Bidder find discrepancies or omissions from the Specifications, or Contract Documents, or should he be in doubt as to their meaning, he should at once notify the Downtown Managing Consultant in writing at 50 Division Street, Somerville, New Jersey 08876. No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Any and all such interpretations and any supplemental instructions or addition of items will be in the form of written addenda to the specifications which, if issued, will be mailed by registered mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purpose). All addendum so issued shall become part of the Contract Documents and shall be read immediately prior to the opening of the bids by the Purchasing Agent who shall give each bidder or his representative present an opportunity to withdraw his bid before any bids are opened. Any objection arising out of the addendum subsequent to the opening of bids will not be considered. Failure of any bidder to receive any such addendum or interpretation or to attend the reading of the bids shall not relieve such bidder from any obligation under his bid as submitted, including such addendum. The Downtown Somerville Alliance will not be responsible for any other explanations or interpretations of the proposed documents.

5. SUBMITTING PROPOSAL:

Each proposal must be submitted shall contain the prescribed forms. The Contractor may include its promotional documentation and form in which they normally would submit for such a proposal. All entries must be in ink or typewritten. Bidders shall submit their Proposals in sealed envelopes. On the outside of the envelope shall be stated the name and address of the bidder and the name of the work as shown in the Notice to Bidders.

Proposals shall be delivered in person or mailed to the Downtown Managing Consultant of the Downtown Somerville Alliance to the place as stated in this document.

6. BID DOCUMENTS:

The Bid Documents to be included in the sealed envelope shall include the following:

- * Bid Proposal
- * Site Inspection Affidavit
- * References for similar contracts with other organizations

Failure to include the bid documents listed immediately above that are marked with an asterisk shall result in automatic rejection of the bid at the time of the bid reception.

7. AWARD OF CONTRACT:

Award of the contract will be announced by the Board of Trustees of the Downtown Somerville Alliance. The Board shall review all proposals and may require the proposer to be interviewed. The Downtown Somerville Alliance reserves the right to award each component separately if it best serves the interest of the Downtown Somerville Alliance.

The Downtown Somerville Alliance expects to award the contract for a total 24 month period. However, the Downtown Somerville Alliance reserves the right to award year by year.

8. TIME FOR EXECUTING CONTRACT & FAILURE TO ENTER INTO CONTRACT:

The Downtown Somerville Alliance, Inc., intends on awarding the contract within 60 days of receiving proposals, however all awards are depending on receiving appropriate proposals as well as the Board's meeting schedule.

Any bidder whose Proposal is accepted will be required to execute three (3) copies of the Contract and provide insurance certificate to the Downtown Somerville Alliance within twenty one days after notice of award.

In the event any bidder whose proposal has been accepted shall fail, refuse or resist to execute the contract as hereinbefore provided, the Board of Trustees of the Downtown Somerville Alliance may, as their option, determine that such Bidder has abandoned the Contract and thereupon his proposal and the acceptance thereof shall be null and void.

The rights and obligations provided for in the Contract shall become effective and binding upon the parties only with its formal execution by the Downtown Somerville Alliance. Any work started or materials delivered prior to said execution of contract shall be at the Contractor's risk.

9. MATERIALS

The contractor shall provide all personnel and equipment necessary to carry out the scope of work. The contractor shall account for all equipment and labor to be used as part of his/her bid to perform the work necessary.

10. PRICE:

The Price in the Proposal shall cover all costs of whatever nature, incident to and growing out of the work. In explanation but not in limitation thereof, these costs shall include the cost of all work, labor, material, equipment, transportation, and all else necessary to perform and complete the Project in the manner and within the time required, and all incidental expenses for unforeseen difficulties encountered for settlement of damages, and for replacement of defective work and materials

12. CHANGES - EXTRA WORK:

The Downtown Somerville Alliance, through the Downtown Managing Consultant or designee, may at any time desire changes in the quantity of work to be performed. These changes may be such as to either reduce or to increase work not contemplated specification.

The Change Orders shall be limited to the following types:

- A. Emergency occurrence affecting health, safety or welfare.
- B. Unforeseeable problems.
- C. Minor modifications to effect economics, improve service or resolve minor problems with affected property owners.

13. INTENT OF SPECIFICATIONS:

It is the intent of these contract documents to only create an overview of the work required. It is the desire of the DSA to receive proposals for review by the staff and board to determine which proposals is most beneficial.

It is expected that the proposals provided will provide services that may be available to the DSA.

14. RESPONSIBILITY OF WORK:

The Contractor assumes full responsibility for materials and equipment employed in carrying out the contract and agrees to make no claim against the Borough of Somerville/Downtown Somerville Alliance for damages to such materials and equipment from any cause whatsoever. The Contractor shall be responsible for damage resulting from their work or lack of work.

The Contractor shall make good all work damaged or destroyed as a result of their performance or lack thereof. The cost for repairs or replacement shall be borne by the Contractor.

During the course of the work if Contractor notices conditions that may be hazardous it will report it to the Downtown Somerville Alliance.

15. LAWS, ORDINANCES REGULATIONS & PERMITS:

The successful bidder shall be solely responsible for any damage resulting from his neglect to obey all laws, regulations, rules, and ordinances. Ignorance regarding such requirements shall in no way serve to modify the provisions of the contract.

The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, safety codes, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, safety code, regulations, order, or decree, whether by himself or his employees.

The Contractor shall comply with applicable Borough of Somerville laws and ordinances governing the disposal of surplus materials, debris and rubbish.

16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein and if, through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

17. INSURANCE:

The contractor shall also supply to the Downtown Somerville Alliance, Inc., at the time the Contract is signed, Certificate of Insurance which will be maintained by the contractor during the life of the contract. The Downtown Somerville Alliance and Borough of Somerville shall be named as Additional insured on a primary and non-contributory basis coinsured on Certificate/Policy.

The successful bidder shall not commence under the contract until it has obtained all of the insurance requirements described below. The insurance certificate shall be satisfactory to the Downtown Somerville Alliance, Inc., before the contract is signed. The Contractor shall indemnify and save harmless the Downtown Somerville Alliance, Inc. and their agents from any and all liability of whatever nature arising from the work performed under the contract, including attorney's fees and costs in connection with the defense of such claims. The certificate of insurance furnished by the Contractor shall spell out specifically that the above indemnification is guaranteed by the policy.

The minimum amounts of coverage required are as follows:

- A. Workers Compensation – Statutorily required amounts
- B. Employer's Liability Limit: \$1,000,000
- C. Public Liability covering employees - \$250,000 for bodily injury or death of one person. \$1,000,000 for more than one person in any one accident
- D. General Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate. Coverage to include but limited to products completed operations, personal injury, contractual liability
Automobile Liability - \$1,000,000 per occurrence including hired and non-owned automobile on any vehicle used by the Contractor to perform such services if applicable

18. INDEMNITY:

The Contractor agrees to hold the Downtown Somerville Alliance, Inc., its officers, agents, servants, and employees as their interest may appear, harmless from all loss or damage occasioned to it or to any third person or property by reason of any carelessness or negligence of the Contractor, Subcontractors, agents, and employees in the performance of the Contract

and will, after reasonable notice thereof, defend and pay the expense of defending any claim suit which may be commenced against the Downtown Somerville Alliance, Inc., its officers, agents, servants and employees as their interest may appear, by any third person alleging injury or property damage and will pay any settlement or judgment which may be obtained against the Downtown Somerville Alliance, Inc., its officers, agents, servants, and employees as their interest may appear, in such suit.

The cost of such indemnification shall be included in the prices bid for the various scheduled items in the Proposal. So much money due to the Contractor under and by virtue of the Contract as shall be considered necessary by the Downtown Managing Consultant may be retained by the Downtown Somerville Alliance and held until such suits, actions, claims or amounts shall have been settled and suitable evidence to that effect furnished to the Downtown Managing Consultant.

19. EMPLOYEES OF THE CONTRACTOR

No one except authorized employees of the Contractor are allowed to perform said work. Contractor employees are not to be accompanied by acquaintances, family members, assistants, or any person unless said person is an authorized employee of the Contractor.

- (1) Appearance: The employees shall be professional.
- (2) Physical Condition: Employees at all times shall be in good health so that they do not pose a substantial risk to the health, safety or welfare of the Borough community. Employees shall be able to perform essential job functions with or without reasonable accommodation.
- (3) Drivers shall have a valid license and the appropriate class to perform said work. The Downtown Somerville Alliance may require the contractor to provide a copy of the licenses of the individuals that are expected to perform such work.

20. TRUTH IN CONTRACTING

Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

- A) N.J.S.A. 2C:21-34, et seq governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material representations.
- B) N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- C) N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- D) Bidder should consult the statutes or legal counsel for further information.

CONDITIONS OF THE CONTRACT

C-1 PUBLIC SAFETY AND CONVENIENCE:

The Contractor shall conduct his work with the least possible obstruction to Borough operations. The convenience of the public and of the residents and the protection of persons and property, are of first importance and shall be provided for by the Contractor in an adequate and satisfactory manner.

The Contractor shall conduct his operations in such a manner as to provide maximum safety for all employees on the job site and the public as well. He shall comply promptly with such safety regulations as may be prescribed by the Downtown Managing Consultant or designee and shall, when so directed by the Downtown Managing Consultant or designee or duly authorized agents, properly correct any unsafe conditions created by or unsafe practices on part of his employees. In the event of the Contractor's failure to comply, the Downtown Managing Consultant or designee may take the necessary measures to correct the conditions or practices and all costs thereof will be deducted from any monies due the Contractor. Failure of the Downtown Managing Consultant or designee to direct the correction of unsafe conditions or practices shall not relieve the Contractor of his responsibility herein.

C-2 FAILURE TO MAINTAIN WORK AREA IN SAFE CONDITION:

In the event that the Contractor fails to maintain their operations in a safe condition, the Downtown Somerville Alliance shall have the right to order this work done by others at the cost and expense of the Contractor. The Contractor will be given notice of the unsatisfactory condition. After such notice is submitted to the Contractor, the Downtown Somerville Alliance may order this work done and deduct the cost of same from payment due under this contract.

C-3 ACCIDENT PREVENTION:

If any operation, practice or condition during the course of the work be deemed by the Downtown Managing Consultant or designee to be unsafe, the Contractor shall take corrective action when notified in writing by the Downtown Managing Consultant or designee. However, where in the opinion of the Downtown Managing Consultant or designee, any operation, practice or condition endangers persons or property, work shall be discontinued and adequate remedial action taken before the affected part of the work is resumed.

Nothing in the foregoing paragraphs shall be construed as relieving the Contractor from full responsibility for safe prosecution of the work at all times.

C-4 PROPERTY DAMAGE:

The Contractor shall perform its duties with the utmost safety. Damage, injury, loss, or interruption of service resulting from the failure to do so shall be repaired or restored promptly by the contractor at his own expense.

The Contractor shall not enter on or make use of private property unless written permission therefor is secured in duplicate, from the owner, one copy of which shall be filed with the Downtown Managing Consultant. He shall promptly restore or repair, without cost to the Downtown Somerville Alliance and in a manner satisfactory to its owner, property damaged or destroyed by his operations. Special attention shall be given to the protection must be given to the existing communications system.

C-5 PARKING:

The Contractor shall be allowed to use public spaces while performing work but shall abide by local and state parking laws. The vehicles that are expected to be utilized during the project shall be provided to the DSA and Police Department prior to initiating work. The vehicle information shall contain VIN Numbers, descriptions, license plate numbers.

C-6 WORKMEN & IDENTIFICATION:

The Contractor shall attend to the work personally or through a competent, English-speaking superintendent on the job site, authorized to receive and carry out instructions. The workmen shall be competent and shall perform their work in a safe manner. All workmen shall have sufficient skill and experience to perform properly the work assigned to them. Any workman who is disorderly or disruptive, shall be discharged from performing said work if so requested by the Downtown Managing Consultant or designee, and shall not be employed again on the Project.

The Contractor shall also furnish to the Downtown Somerville Alliance the telephone numbers of his superintendent and assistants for any emergency arising as a result of the Contract. If such an emergency does arise, and the Downtown Somerville Alliance cannot contact the Contractor or his agents, or the Contractor or his agents do not arrive on the job site within two hours of such notification, the Downtown Somerville Alliance reserves the right to correct the situation. Any costs incurred by the Downtown Somerville Alliance shall be reported, in writing, to the Contractor for immediate payment. No additional estimates for work under this Contract shall be paid to the Contractor until the Downtown Somerville Alliance is in receipt of payment for such emergency work.

C-7 EQUIPMENT:

Good equipment only shall be used, and it shall be in proper working condition. The use of equipment shall be safe. Equipment shall be utilized only for its intended use. Equipment used shall be in proper working condition. The equipment shall be operated so as not to damage public or private property. The equipment shall be approved by the New Jersey Division of Motor Vehicle Services.

C-8 PATENTS:

The Contractor shall hold and save the Downtown Somerville Alliance, its officers, and employees, harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Borough, unless otherwise specifically stipulated in the Specifications.

C-9 SANITARY PROVISIONS:

The Contractor shall not require any worker to work in surroundings which are hazardous or dangerous to his health or safety in which the employee is not properly equipped to do so.

C-10 ASSIGNMENT OR NOVATION:

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Downtown Managing Consultant or designee provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Downtown Managing Consultant or designee. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for performed services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor services or supplying such materials, tools, or equipment.

C-11 STORING OF MATERIALS OR EQUIPMENT:

The Director or designees shall determine if materials or equipment are allowed to remain on site overnight. If allowable, all such materials, tools and machinery shall be neatly and compactly located in such manner as to cause the least inconvenience to the Downtown Somerville Alliance and Borough personnel and operations. The area must at all times be kept free and unobstructed and water and gas shut-off boxes, underground power and telephone line manholes, sanitary and sewer manholes, must not be covered at any time by such materials.

The Downtown Somerville Alliance will not accept messages or deliveries on behalf of the Contractor.

If materials and equipment are allowed to be stored on the site, the protection of same shall be the Contractor's responsibility.

C-12 AUTHORITY OF THE DOWNTOWN MANAGING CONSULTANT OR DESIGNEE:

Wherever the term Downtown Managing Consultant or designee is used throughout these Specifications, it shall be understood to mean the Downtown Somerville Alliance Downtown Managing Consultant/or designee.

The Downtown Managing Consultant or designee shall make all necessary explanations as to the meaning and intent of the Contract Documents, shall give all orders and directions contemplated under the Contract, and in every case in which a difficult or unforeseen condition shall arise in the performance of the work the Consultant or designee shall determine the adequacy of the Contractor's methods, plant, and appurtenances. The Downtown Managing Consultant or designee shall determine in all cases the quality and acceptability of work.

In case there is any inconsistency or ambiguity in the Contract Documents brought to his attention by the Contractor, the Downtown Managing Consultant or designee shall base their decision upon the premise that the more stringent interpretation was made by the Contractor in the submission of his bid. The Downtown Managing Consultant or designee shall decide any difference or conflicts which may arise between the Contractor and other Contractors of the Downtown Somerville Alliance in regard to their work.

C-13 UNAUTHORIZED WORK:

Work done outside the scope of this contract must be authorized by the Downtown Managing Consultant.

C-14 INSPECTION:

The Downtown Somerville Alliance shall have the right to inspect all work done and may assign personnel to serve as an inspector or other authorized representative for this purpose.

Inspectors or other authorized representatives may be stationed throughout the Downtown to report to the Downtown Managing Consultant or designee as to the progress thereof and the manner in which it is being performed. The inspection, however, shall not relieve the Contractor from his obligations to furnish materials or perform work in conformity with the requirements of the Specifications.

The Inspector or other authorized representative is not authorized to revoke, alter, enlarge, relax or release any requirements of the Specifications or to issue instruction contrary to the Specifications. If a difference of opinion arises between the Inspector and the Contractor relating to the performance of the work, the Inspector has the authority to reject the work and notify the Contractor the work in question will be subject to nonpayment until the question at issue can be referred to and decided by the Downtown Managing Consultant or designee.

C-15 WORKING HOURS:

This contract has defined working hours noted within the Scope of Work.

C-16 CLAIM FOR ADDITIONAL COMPENSATION:

Only authorized work will be approved.

C-17 PRE-PROJECT INSPECTION:

The Contractor shall be required to conduct an inspection of the Downtown and understand the layout of the Downtown. The inspection will enable prospective bidders to have a full understanding of the geography of the Downtown. The Contractor shall conduct the inspection prior to bidding. The Contractor is required to execute an affidavit stating that the inspection was completed before the bid date.

C-18 ACCEPTANCE OF WORK:

If the work is not acceptable to the Downtown Managing Consultant or designee they will advise the Contractor as to the particular defects to be remedied before acceptance will be made. Any payment made to the Contractor before the final acceptance, does not commit the Downtown Somerville Alliance to the acceptance of the work.

If the Contractor fails to meet deadlines or fails to perform the agreed upon services a termination for default will be issued, but only after the Downtown Somerville Alliance has determined the Contractor has failed to remedy the problem after being forewarned.

C-19 SUSPENSION OF CONTRACT:

The Downtown Managing Consultant or designee may, by written order, suspend the performance of the work, either in whole or in part for such periods as she deems necessary. Reasons for suspension of the contract include but are not limited to the following:

- a) For failure of the Contractor to:
 - 1. Correct conditions unsafe for the workmen or the general public; or
 - 2. Carry out orders given by the Downtown Managing Consultant or designee; or
 - 3. Perform any provisions of the Contract.

C-20 RIGHT OF THE DOWNTOWN SOMERVILLE ALLIANCE TO DECLARE CONTRACT IN DEFAULT:

The Downtown Somerville Alliance has the right to declare the Contractor in default under the following circumstances:

- a) If the Contractor fails to begin the work within the required time.
- b) If the work to be done under this Contract is abandoned.
- c) If the Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.

- d) If the Contractor fails to or refuses to comply with the laws, ordinances, regulations, and such orders as given by the Borough of Somerville, Downtown Somerville Alliance or Downtown Managing Consultant or designee with respect to the work.
- e) If the Contractor, after notice from the Downtown Managing Consultant or designee, refuses or fails to supply enough properly skilled workmen or proper materials or equipment.
- f) If the Contractor violates any of the provisions of this Contract or shall not perform the work in good faith.
- g) If the Contractor refuses or fails to prosecute the work or any part thereof with such diligence as will ensure the work's completion within the specified period (or any duly authorized extension) or fails to complete the work within the prescribed period.
- h) If the Contractor fails to make prompt payment to persons supplying labor or materials for the work.
- i) If the Contractor assigns or sublets the work otherwise than as specified.
- j) If the Contractor fails to remove an incompetent foreman or superintendent as requested by the Downtown Managing Consultant or designee.
- k) If the Downtown Managing Consultant or designee is of the opinion, and has certified in writing, that the work or any part thereof is unnecessarily or unreasonably delayed, or that the Contractor is not complying with the order of the Downtown Managing Consultant or designee, or that sufficient workmen, materials, plant, tools, supplies, safety standards, or other means of carrying on the work are not provided to carry out all the requirements of the Contract.

The Downtown Somerville Alliance shall serve written notice to the Contractor ordering the Contractor not to begin, or not to resume, or to discontinue all work under this Contract for any of the above stated reasons.

The Downtown Somerville Alliance may have the Contract to be completed by other persons by contract.

C-21 REMOVAL OF EQUIPMENT:

In case of termination of work, for any cause whatever, prior to completion, the Contractor shall promptly remove any part or all of his equipment and supplies from the work. If such removal is not completed within five (5) working days after written notification by the Downtown Somerville Alliance, the Downtown Somerville Alliance shall have the right to remove such equipment and supplies at the expense of the Contractor.

C-22 PAYMENTS:

The billing by the Contractor shall note the date in which the work took place.

(1) No claim by the Contractor for additional payment based on any error in any periodic estimate will be recognized.

(2) The Downtown Somerville Alliance may withhold payment for any of the following:

- a. Failure to submit an invoice and proper voucher.

- b. Work not performed
- c. Claims filed or responsible evidence indicating probability of filing claims.
- d. Failure of the Contractor to make proper payments to Subcontractors or for material or labor.
- e. Unpaid damages by the Contractor to the Downtown Somerville Alliance or any other agency or person.
- f. If in the judgement of the Downtown Managing Consultant or designee the Project is not proceeding in accordance with the Contract or the Contractor is not complying with the requirements of the Contract Documents.
- g. The Contractor is found to be in default.

(3) The by-laws of the Downtown Somerville Alliance, Inc., requires that payments be approved by the Board of Trustees.

(4) It shall be understood that the Downtown Somerville Alliance, is non-profit entity, is exempt from Federal, and State Sales tax. Exemption letters will be furnished upon request if needed.

GC-23 COMMUNICATIONS:

All notices, demands and claims must be in writing.

SCOPE OF WORK

This contract is to be considered a two year contract. The Downtown Somerville Alliance is seeking to obtain proposal for 24 months. The DSA has identified the following cleaning landscaping and hospitality components of the contract, however, the DSA reserves the right to adjust the scheduling as it deems most beneficial for the DSA. However, this provides a basic outline of the services that have been received in the past. We urge the proposers to submit a proposals which includes all the services that are offered that would be appropriate for the Special Improvement District in Somerville Borough

CLEAN TEAM COMPONENT:

- The contract for Downtown Somerville Cleaning Program will begin in mid April 2024
- The DSA provides outdoor cleaning services year round with a varying schedule. We require the minimum following schedule: with a minimum of 3 workers per shift (proposals can recommend additional staffing suggestions):
- The schedule for cleaning as follows:
 - January 1-March 31: Monday, Wednesday, Saturday
 - 9:00 a.m. to Noon
 - April 1- May 31: Monday, Wednesday, Friday & Saturday
 - 9:00 a.m. to Noon
 - June 1-September 30th: Monday - Saturday
 - 9:00 a.m. to Noon
 - October 1-December 3: Monday, Wednesday, Friday, Saturday
 - 9:00 a.m. to Noon
- During the months that typically include outdoor dining, we anticipate the following schedule with 1 worker per shift:
 - April 1-May 31: Thursday, Friday, Saturday
 - 2:00-4:00PM
 - June 1-September 30th: Thursday, Friday, Saturday
 - 2:00-4:00PM
- The Clean Team operates within the Special Improvement District boundaries which encompass the majority of the Downtown Central Business District. The sidewalks included for the scope of work within the boundaries of the BID can be found in these bid specifications. The work is limited to the sidewalks and alleyways as defined; no street pavement is within the scope. However, as a Contractor if operationally it is beneficial to push to the curb line and then pickup from the curb line that is acceptable. But a Contractor may not blow debris into the street without picking the debris up.
- Cleaners will perform activities including, but not limited to, the following:
 - Empty overflow from approximately 40 public trash receptacles, as needed
 - Trash can be brought to the Somerville Public Works yard Monday-Friday until 3:30pm. On weekends a designated location in town will be specified
 - Remove litter, leaves, and debris from sidewalks, behind benches and curbs using pans and brooms.
 - Manually remove litter and leaves from within the 60 wrought iron tree planters on Main Street

- Remove graffiti, stickers, and handbills from public space infrastructure (utility poles, trash receptacles, etc.)
- Remove weeds from tree grates, sidewalk cracks, etc.
- Special cleaning projects - as assigned
- Cleaners must be friendly, personable, and approachable.
- In public, cleaners will represent the DSA, not their employer (the vendor).
- The Clean and Safe Manager is required to provide written weekly reports and photographs to the DSA's Downtown Managing Consultant regarding all program activities.
- The Clean and Safe Manager will staff quarterly meetings of the DSA's Clean and Safe Committee, the committee is composed of board members, key stakeholders and Borough personnel.
- The Clean Team Manager will engage with staff of the DSA on a regular basis, working to address issues related to the services provided by the organization and proactive outreach to our diverse group of stakeholders.
- Clean Team members wear distinctive, easily recognizable uniforms with the DSA brand. Vendor will supply all components of uniform, to be approved by the DSA. Vendor will be responsible for ensuring cleanliness of uniforms and neat appearance of Cleaners.
- Clean Team members may carry two-way radios for communicating with supervisors.
- Vendor will be required to supply all trash bags necessary for the cleaning program.

Street Decorations and Event Services Component:

- Remove seasonal holiday decorations from 110 pedestrian light poles in late January and store in DSA garage
- Install 68 Irish Flags on pedestrian light poles first week of March
- Remove 68 Irish Flags and replace and additionally install 206 American Flags first week of April
- Install Division Street pedestrian amenities (umbrellas, table/chairs) and folding chairs in April
- Assist in placement of 100 flower pots within District in May
- Set out barricades for reserved parking for event sponsors every Friday from Memorial Day to Labor Day at 3pm
- Place branded meter bags over approximately 100 street meters every Friday from Memorial Day to Labor Day at 3:15pm
 - Remove meters and bags at 7pm
- Remove 100 flower pots within District and bring to Public Works Yard
- Remove Division Street pedestrian amenities (umbrellas, tables/chairs, folding chairs) first week of November
- Provide seasonal watering up to 6 times for 100 self-watering flower pots from May 15th to October 15th (must be completed before 7am). Per visit watering cost to be specified in Bid Form.
- Be available to remove pedestrian amenities on Division Street as needed for events at a separate hourly rate specified in Bid Form.
- Be available to assist with additional set up and break down of events as needed at a separate hourly rate specified in Bid Form.

Watering

The Downtown Somerville Alliance, Inc., requires watering for the flowerpots. A price is being sought to supply water tanker and laborer to water the flowerpots. If you are unable to provide such service please note that.

Hospitality: The goal of the DSA's Ambassador Program is to ensure that the downtown Somerville district is a safe, inviting place to live, work, visit, shop, dine and experience. Ambassadors should be visible, mobile, and responsive. Ambassadors provide the highest level of hospitality and customer service possible—they are friendly, personable, approachable, knowledgeable, and also able to handle situations involving conflict. They greet and welcome visitors, as well as provide directions and other hospitality services as needed. They are the eyes and ears of downtown—reporting problems to be addressed to the appropriate authorities.

CONTRACTOR EXPERIENCE

The Contractor must have minimum 2 years' experience in providing cleaning services in an outdoor setting either for privately managed properties (i.e. malls) or public (i.e. municipal) property.

YOUR PROPOSAL MAY CONTAIN PRICING FOR THE FOLLOWING SERVICES:

Walking Patrols, Bike Patrols, Check-in services on ground floor businesses, public interaction and information sharing. Working with Social Service agencies to assist individuals that require social services and providing information to the homeless community with the Special Improvement District. Conducting street surveys as directed by the DSA.

Additional Information for Proposal

Scope of Operation:

All sidewalks within the District (except where excluded below) from the curb to the face of buildings including: Giardina Walkway, Fireman's Walk, Shanahan's Walkway and Kugler Walkway.

The District is defined as Main Street starting at Park Avenue/Veterans Memorial Drive East and runs west to New Street/West End Avenue and shall include all adjacent side streets except as noted. Not included: Veterans Memorial Drive East, Veterans Memorial Drive West, Park Avenue, Mechanic Street, Grove Street, N. Bridge Street (east side).

Proposal Pricing

It is important that the proposer breaks down pricing so the DSA can determine which services are necessary and able to be afforded by the DSA. We urge the proposer to be creative in submitting the proposal for review by the Downtown Somerville Alliance.

Interview

The DSA will conduct an interview of all entities making a proposal to review the proposal.

MAP OF DOWNTOWN SOMERVILLE SID BOUNDARIES

PROPOSAL RESPONSE FORM

SUBMIT THE PROPOSAL IN A SEALED ENVELOPE WITH ALL REQUIRED DOCUMENTS AND FORMS. MARK ENVELOPE "DOWNTOWN SOMERVILLE ALLIANCE CLEANING, LANDSCAPING AND HOSPITALITY PROGRAM"

Proposal of _____
(Name of company)

Located at _____

(Address)

Has examined and read these documents and understands that the Downtown Somerville Alliance is seeking a proposal that at the minimum addresses the items identified. The proposers asking to be

(Signature)

(Date)

SITE INSPECTION AFFIDAVIT

I, _____, ON BEHALF OF THE BIDDER,

(Company Name)

DULY AUTHORIZED REPRESENTATIVE, DID ADEQUATELY INSPECT THE SPECIAL IMPROVEMENT DISTRICT ITS FOR THE PURPOSE OF BEING FULLY INFORMED AS TO ITS LOCATION AND GEOGRAPHY, I INSPECTED THE SPECIAL IMPROVEMENT DISTRICT BEFORE SUBMITTING A PROPOSAL AND HEREBY ACKNOWLEDGE THAT I HAVE SATISFIED MYSELF WITH REGARD TO THE LOCATION AND GEOGRAPHY AND EXTENT OF THE WORK TO BE PERFORMED UNDER THIS CONTRACT.

BID SUBMITTED BY: _____
NAME, TITLE

SIGNATURE

NAME OF COMPANY

Subscribed and sworn to
Before me this day

_____, 2024

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____, 20__

REFERENCES

The Contractor must list the name, address and telephone number of three (3) business references.

1) _____

2) _____

3) _____
