EXHIBIT A

SCOPE OF WORK AND RELATED INFORMATION

CLEANING AND INSPECTION OF KITCHEN HOODS

- 1. All prospective Contractors must; be State of Connecticut licensed for commercial kitchen hood cleaning, repairs and maintenance; demonstrate a minimum of 5 years experience with work listed herein; demonstrate ability to secure OEM equipment for repair/replacement purposes.
- 2. Should a prospective Contractor need clarification or interpretation, he/she must request such in writing to the Director of Finance and Administration at least seventy-two (72) hours prior to the proposal opening. Responses shall also be in writing and shall be distributed to all known prospective Contractor(s). The Owner or its agents will not be responsible for any alleged oral instructions or interpretations given to prospective Contractor(s).
- 3. No proposal will be considered unless properly completed and signed by the Contractor.
- 4. The Contractor shall quote a unit price for labor, percent markup for materials, and delineate other Contractor charges if any (see Bid form).
- 5. A Certificate of Insurance with 60 days prior written notice of cancellation naming Amity Regional School District No. 5 as an additional insured must be filed by the successful Contractor with the Director of Finance and Administration before the contract is awarded.
- 6. The contract will be awarded within thirty (30) days of proposal opening.
- 7. The contract period will begin July 1, 2008 and end June 30, 2009.
- 8. Sites included are:

Amity Regional High School (25 Newton Road, Woodbridge) Amity Regional High School Field House (25 Newton Road, Woodbridge) Bethany Middle School (190 Luke High Road, Bethany) Orange Middle School (100 Ohman Avenue, Orange)

9. **SCOPE OF WORK** (includes, but not limited to)

Contractor shall:

- (a) Clean two (2) Avtec Kitchen hoods at Amity Regional High School and (1) Greenheck kitchen hood at the Field House per manufacture instructions and NFPA standards.
- (b) Clean one (1) Captive Aire Kitchen Hood at Bethany Middle School and clean one (1) Captive Aire Kitchen Hood at Orange Middle School per manufacture instructions and NFPA standards.
- (c) Inspect Kitchen hoods listed above after cleaning per NFPA standards.
- (d) Provide detailed written inspection report to Director of Facilities within seventy-two (72) hours of inspection.

EXHIBIT B

AMITY REGIONAL SCHOOL DISTRICT NO. 5 BETHANY, ORANGE & WOODBRIDGE, CT OFFICIAL BID FORM

<u>KITCHEN HOOD CLEANING & INSPECTION</u> 2008 – 2009 SCHOOL YEAR

To be delivered in a <u>sealed envelope marked "KITCHEN CLEANING & INSPECTION</u> <u>SERVICES BID"</u> to the Director of Finance and Administration, District Office, Amity Regional School District No.5, 25 Newton Road, Woodbridge, CT 06525 before <u>2:00 p.m. on</u>

Monday, April 28, 2008.

Having read the "Invitation for RFP", "Scope of Work and Related Information" and all other related documents, the undersigned hereby agrees and proposes to provide kitchen hood cleaning and inspection services as outlined and submits proposal below. Acceptance of this proposal by Regional School District No. 5, in writing, shall constitute the basis for a written contract between the two (2) parties.

BASE BID FOR FISCAL YEAR ENDING JUNE 30, 2009

LOCATION	LABOR/ HR	MATERIAL %Mark Up	LABOR/HR PREMIUM TIME	OTHER CONTRACTOR CHARGES	COST PER CLEANING INSPECTION	
Amity Reg. High School Wdbge						
Amity Reg. High School Field House						
Bethany Middle School						
Orange Middle School						
Name of Bidder			Date			
Name of Company			Telephone			
Address			Fav			

Signature of Authorized Agent _____

24/7 contact info _____

INVITATION FOR REQUEST FOR PROPOSAL AMITY REGIONAL SCHOOL DISTRICT #5 CENTRAL ADMINISTRATIVE OFFICE 25 NEWTON ROAD WOODBRIDGE, CONNECTICUT 06525 MARCH 30, 2008

SPECIFICATIONS AND PROPOSAL FORM FOR

CLEANING AND INSPECTION OF KITCHEN HOODS

ANY INQUIRIES CONCERNING THE SPECIFICATIONS

SHOULD BE DIRECTED TO:

DIRECTOR OF FINANCE AND ADMINISTRATION
(203) 397-4811

SEALED PROPOSALS WILL BE RECEIVED NO LATER THAN
2:00 P.M., APRIL 28, 2008

IN THE CENTRAL ADMINISTRATIVE OFFICE

MARK SEALED PROPOSAL ENVELOPE CLEARLY:

CLEANING AND INSPECTION OF KITCHEN HOODS BID

INTRODUCTION

These specifications are for proposals from firms or individuals (Contractor) for the following services at the Amity Regional School District #5 (Amity) facilities in Bethany, Orange and Woodbridge: **CLEANING AND INSPECTION OF KITCHEN HOODS.**

All proposals shall be submitted to Amity in accordance with these specifications and the conditions as set forth in the contract documents. The successful respondent will be required to sign a contract with the School District which will comply with the terms and conditions hereof.

It is the intention of Amity to select a Contractor to provide these services based on factors which include the comprehensiveness and quality of the proposal, the experience of the Contractor, the costs submitted by the Contractor, and factors which, in the opinion of Amity, will lead to efficient, cost effective, and well maintained facilities. Price in and of itself will not necessarily be the deciding factor in awarding the contract.

SPECIFICATIONS AND INSTRUCTIONS

1. **Purpose:** The Contractor will efficiently provide its services at Amity's facilities at each of the district schools including:

(a description of the work is attached as Exhibit A)

Amity remains responsible for insuring that the facilities are in conformance with state law and shall monitor the Contractor through periodic monitoring and reports. Amity retains control of the quality, and general nature of its facilities. Amity shall be assured by the Contractor that all federal, state and local regulations are being met in performing work under this contract.

- 2. <u>Contract</u>: The contract shall be for the period of July 1, 2008 through June 30, 2009. The contract will be subject to termination with sixty (60) written days notice by either party. A contract will be executed between Amity and Contractor. The contract <u>shall</u> include the request for proposal and attachments, and the Contractor's proposal as finally accepted.
- 3. <u>Contractor Eligibility</u>: The Contractor must submit appropriate evidence demonstrating the ability and the resources to provide the specified services at facilities of equal size. Submittal of this information must include a list of current contracts in operation in New England with total facilities size indicated and customers which have terminated your services in the past five (5) years must also be listed.
- 4. <u>Contractor Responsibility</u>: It is the responsibility of the Contractor to examine all provisions and visit each and every location where work is to be performed to become fully acquainted with the sites, problems, conditions, and other factors that pertain to the operation. No claim for relief due to mistakes or omissions will be entertained and each Contractor will be held to his proposal. Amity reserves the right to waive errors in proposals, to accept other than the low bidder, and reject any or all proposals at its discretion.
- 5. **Facilities and Equipment:** The Contractor shall provide all the necessary equipment. All of the Contractor's equipment shall be maintained at the Contractor's facility and the Contractor's expense. Amity shall <u>not</u> be responsible for providing the use of its facilities for storage.
- 6. <u>Fiscal Arrangements</u>: The Contractor shall keep and maintain accounting and billing records by the calendar month. Within fifteen (15) working days after the end of each month, Contractor will provide Amity with detailed invoice for all of its costs.

7. **Personnel:**

All personnel required to perform under the contract shall be the employees of the Contractor. Salaries and fringe benefits for such employees will be determined and provided solely by the Contractor. The Contractor will make available, staff which, in the opinion of Amity and the Contractor, is adequate for efficient management and to provide and supervision. The Contractor will employ only persons acceptable to Amity. In the event that the personnel changes, Amity shall be promptly notified in writing. If the substituted person(s) is/are unacceptable to Amity, the Contractor shall have 30 days to

find an acceptable person. If the Contractor fails to find suitable replacements, Amity may terminate the contract and obtain services from any other source it chooses.

- 8. <u>Health and Background Examinations</u>: The Contractor shall cause all of its employees to submit to periodic health examinations and background investigations at least as frequent and as stringent as required by law for school employees, and to submit satisfactory evidence of compliance to Amity.
- 9. <u>Discounts</u>: Buying and purchasing procedures will be according to state statutes and Amity policy and the Contractor will make every effort to take advantage of all trade discounts and rebates which shall be credited to the cost of operations. The Contractor will practice all feasible economies in the operation of Amity's facilities. No employee, official, manager, or representative of the Contractor shall accept gratuities or "kick-backs" of any sort. In the event of a violation, the personnel shall be immediately dismissed by the Contractor.
- 10. **Records, Certifications. Etc.:** The Contractor shall keep full and accurate accounts and records in connection with the services covered in this contract.

The Contractor will be totally and completely responsible for seeing that the operation is in complete conformity with all rules and regulations of the Connecticut Department of Education, Amity, and all other applicable Federal, State, and Local laws, codes or regulations. All assessments to Amity for noncompliance will be paid by the Contractor.

- 11. **Inventory:** Not applicable.
- 12. **General:** It will be strictly understood that the Contractor and its employees shall at no time bring upon the premises any alcoholic beverages for sale, gifts, or use in any manner whatsoever. No tobacco or drugs in any form are to be used by the Contractor or any of its employees on the premises.
- 13. **Award:** Award of contract will be to the Contractor that submits a proposal that is determined to be responsive to the invitation and most advantageous to Amity.

14. **INSURANCE:**

The successful Contractor will not commence work under the terms of the specifications until it has furnished a Certificate of Insurance to Amity showing that it has Contractor's Public Liability, Property Damage, and Workmen's Compensation insurance providing and including full coverage for all subcontractors, the Amity, its agents, and employees. The minimum limits are: Property and Liability Coverage - \$1,000,000 per occurrence; Workers Compensation – Statutory Requirements. Insurance policies shall contain a day cancellation and/or modification clause with the requirements of a written notice by the insurance company to the Amity.

15. **INDEMNITY:**

The Contractor assumes the entire responsibility and liability in and for any and all damages and/or injuries of any kind or nature whatsoever to all persons, whether employees or otherwise, and to property arising out of or resulting from the services provided as herein set forth and provided for in the contract, and for any and all damages and/or injuries of any kind which shall occur in connection therewith and said Contractor agrees to indemnify, defend and save harmless Amity, its agents, servants, and employees

for and against any and all losses, expenses, including legal fees and disbursements, damages and/or injuries growing out of or resulting from or occurring in connection with the execution of the work herein provided for including, by way of example and not by way of limitation, any losses, expenses including legal fees and disbursements, damages or injuries occurring in connection with or resulting from the use by the Contractor, its agents or employees, of any equipment, stock, appliance, implements, works, tools or machinery, or any other property owned, rented, borrowed by or assigned to the aforesaid Amity arising under any law whatever, which may be in effect in the locality in which the work in situated or otherwise.

16. **SUBCONTRACTORS:**

Amity will recognize only the successful contractor for the proper execution of the entire work under the contract. The contract may not be assigned in whole or in part.

17. MISCELLANEOUS:

- 1. The selection of the Contractor to serve the needs of Amity is an important and complex task. It is recognized that there are probably many persons and/or entities that can provide the services and which would adequately meet these needs. Amity will exercise both objective and subjective rationale in the selection process. The Request for Proposals is intended to provide interested parties with uniform information concerning the requirements for submitting proposals. In responding to this Request for Proposals, proposal requirements and content format indicated herein must be adhered to. Failure to respond to all of the information requested may result in the disqualification of the proposal. The Contractor is free to suggest alternative program variations that would achieve Amity's objectives as stated above.
- 2. The submission of a proposal will be construed to mean that the respondent is fully informed as to the extent and character of Amity's requirements, and the respondent represents that it is willing and able to furnish the services requested in a satisfactory manner in complete compliance with the specifications.
- 3. Once submitted, all proposals become the property of Amity, which reserves the right to reject any and all proposals. Proposals must be firm and may not be withdrawn for 90 days, or until Amity awards the contract, whichever comes first.
- 4. Amity shall not be liable for any costs incurred by respondents in preparing or submitting proposals.
- 5. Amity reserves the right to accept any item or group of items proposed in any proposal, unless the respondent qualifies its offer by specific limitation. Amity reserves the right to select a respondent who is not the lowest priced respondent as it deems in its best interest.
- 6. Amity reserves the right to reject any proposal, in whole or in part, and to waive technical defects, qualifications, irregularities, and omissions, if, in its sole judgment, the best interests of Amity will be served. Each proposal received within the required time frame will be evaluated individually by Amity. Each evaluation will come of necessity, consistent subjective judgments concerning each proposal.

- 7. Amity reserves the right to negotiate with any respondent regarding changes to the original proposal which may be deemed to be in the best interests of Amity.
- 8. In the event that such successful respondent fails to execute a contract within thirty (30) days after notification of award by Amity, Amity may cancel its action and reconsider other proposals or solicit new proposals.
- 9. Amity shall consider the successful Contractor to be the sole point of contact with regard to contractual matters including payment to performance of service by the Contractor, its agents and employees. The successful Contractor shall not be allowed to assign the contract nor delegate any responsibilities or duties to any third party without prior written consent of Amity.
- 10. If it becomes necessary to revise any part of this Request for Proposal or otherwise provide additional information, an addendum will be issued by Amity and furnished to all prospective respondents who have received copies of this original Request for Proposal.

AMITY REGIONAL SCHOOL DISTRICT #5 WOODBRIDGE, CONNECTICUT

LIST OF EXHIBITS

EXHIBIT A SCOPE OF WORK

EXHIBIT B OFFICIAL BID FORM(S)