

Chelmsford School Department School Committee

Notice of Public Meeting

Email Posting to townclerk@townofchelmsford.us Thank you.

As required by G.L. c. 30 A, §18-25

DATE: Tuesday May 20, 2025 TIME: 6:00 p.m. ROOM: Conf. Room 1

PLACE: CPS Central Administration Office ADDRESS: 230 North Road

Filed with Town Clerk:

The Chelmsford School Committee (CSC) intends to conduct an in-person meeting on the date and time specified. The meeting will be live-streamed by Chelmsford Telemedia for interested community members to access and watch. Interested community members may e-mail Superintendent of Schools, Dr. Jay Lang, at langi@chelmsford.k12.ma.us prior to 12:00 p.m. on Tuesday May 20, 2025 to be scheduled to provide in-person input under the public participation portion(s) of the agenda.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CHAIR OPENING STATEMENT

CONSENT AGENDA

1. Approval of the minutes of the regular school committee meeting of May 6, 2025

CHS STUDENT REPRESENTATIVE ANNOUNCEMENTS

GOOD NEWS

PUBLIC COMMENTS:

The School Committee will hear from members of the public on items listed under New Business on the posted agenda. Speakers are asked to limit comments to 3 minutes to allow others an opportunity to speak. The School Committee will not respond directly to public comments, however will try to address comments when the item is reached on the agenda.

NEW BUSINESS

- 1. Spotlight on the Schools: Harrington Elementary School
- 2. Spotlight on the Departments: Health, Physical Education & Family Consumer Science
- 3. FY2025 School Facility Work Order Summary: 3rd Quarter (January March, 2025)
- 4. Vote to Approve Contracted Custodial Cleaning Contract

- 5. Student Enrollment Update: Kindergarten and 1st Grade Registrations
- 6. 2025/26 Student Transportation Program Registration Dates and Fees
- 7. Parker Middle School MSBA Project OPM Approval Letter
- 8. FY2025 Recommended One-Time Budget Purchases
- 9. FY2025 Recommended Budget Transfers
- 10. FY2026 School Committee Warrant Signing Schedule
- 11. Personnel Report: April 2025
- 12. Approval of Field Trip & Travel Requests

REPORTS

1. Liaison Reports

ACTION/NEW ITEMS

1. Request for Reports & Updates

PUBLIC COMMENTS:

The School Committee will hear from members of the public on general matters of education interest. Speakers are asked to limit comments to 3 minutes to allow others an opportunity to speak. The School Committee will not respond directly to public comments, however will try to address comments at future meetings.

ADJOURNMENT

CHELMSFORD SCHOOL COMMITTEE REGULAR MEETING May 6, 2025 Meeting Minutes

Members Present: Mr. Dennis King (Chair), Ms. Maria Santos (Vice Chair), Ms. Diana Lebeaux (Secretary), Ms. Susan Mackinnon and Mr. John Moses

Also present: Dr. Jay Lang (Superintendent) Dr. Linda Hirsch (Assistant Superintendent) and Ms. Joanna Johnson-Collins (Director of Business & Finance)

Call to Order

Mr. King called the meeting to order at 6:00 p.m.

Pledge of Allegiance

Chair Opening Statement

"This meeting is being live-streamed by Chelmsford Telemedia and posted to the CPS website for interested community members to access and watch. In-person public participation will be taking place tonight in accordance with the Chelmsford School Committee Public Participation Policy. Anyone speaking tonight during the public input portion of this meeting has notified the superintendent's office of their desire to speak and has been provided with these guidelines. Upon request written comments received no later than 12:00 p.m. on the day of this meeting will also be read and made part of the record of the meeting during the second public comment session."

CONSENT AGENDA

1. Approval of the minutes of the regular school committee meeting of April 29, 2025

Ms. Santos motioned to approve the minutes of the regular school committee meeting of April 29, 2025. Mr. Moses seconded. Motion carries 5-0.

CHS Student Representative Announcements

Patrick clarified that the "Senior Survivors" is NOT a school sanctioned event. Many sanctioned events for seniors are coming up including BBQ on May 23rd and Prom on May 28th with the After-Prom event following. The banquet will take place at the Westford Regency and on June 7th the class of 2025 will graduate at the Tsongas Arena! This past Saturday The Theatre Guild held their first "Cabaret" which featured many modes of entertainment. Tomorrow there will be a rugby game with CHS playing against Malden Catholic (both teams are undefeated).

Lana shared that an event took place in The Career Center for students interested in the field of accounting. Last week District Attorney Marian Ryan hosted "The Empowered Girls Conference" with twelve CHS junior girls who attended and listened to "influencers who made impacts in their fields"! On Earth Day, The Ecology Club and The Football Team cleaned up the area outside of CHS. Congratulations to Gabel Gray and Thomas Brown on their recent athletic achievements!

GOOD NEWS

Dr. Hirsch added that it is "Teacher Appreciation Week" and "Nurses Appreciation Week" and the PTO's have been sponsoring fun events and treats to celebrate!

PUBLIC COMMENTS:

None

NEW BUSINESS

1. Spotlight on the Departments: History & Social Studies

Stephanie Quinn, Department Coordinator for the History & Social Studies Departments came to the table to share updates, including "past, present and future". She is especially happy that we are celebrating "America 250" this year! She began by speaking about the "Investigating History" curriculum. This was created from input by many and was spearheaded by DESE. This resource is free, digital and aligned with the State Frameworks. Grades 5, 6 and 7 have been using this curriculum for a couple of years. Students enjoy this inquiry-based approach and are using both primary and secondary resources. They are able to make connections between the past and current times. The focus is on students building their own questions and gathering pertinent information. This curriculum with its varied activities and lessons has been phased in during the past two years to receive feedback from both teachers and students. A "pilot' version of the curriculum for grades 3 and 4 will be released in the summer of 2026.

Regarding "Civics" education, students in grades 8 and eleven are actively involved in "Civic Action Projects (CAP). About 800 Chelmsford students are investigating topics of interest in the local community (as well as state and federal levels). Adults in the community will be contacted to provide information. There is a lot of community support for this research. Students will present these projects in class before the end of the school year. On May 20th 8th graders will take the civics MCAS. The of the essay portion will be on the "rights and responsibilities of a citizen".

For the past few years Chelmsford has been working with Middlesex Community College to develop a path for students who want to explore criminal justice and social justice careers. Many CHS students are taking the dual enrollment courses to obtain college credits while still in high school. Chelmsford Police and local attorneys also provide opportunities for those students. The Massachusetts Bar Association's local attorneys continue to assist with the "Mock Trial Program". This program has received many positive comments from the legal community! At the "Model UN Competition" The "International Relations Club" from CHS received the "Best Delegation Award"! The CHS "Speech and Debate Team" also had a very successful year!

Ms. Quinn included links in tonight's slide show for events to celebrate America 250 as well as information for Chelmsford Students to tour historical sites. Beyond that 4th graders and their families can receive free passes to our country's National Parks! To fully appreciate this interesting presentation, please watch it on Chelmsford Telemedia You/Tube.

2. Spotlight on the Departments: World Language & Cultural Exchange Programs

Next Dr. Danja Mahoney, Department Coordinator for World Language & Cultural Exchange Programs, came to the table to discuss work which is ongoing through her department. She began with "The Massachusetts State Seal of Biliteracy" which was initiated in 2017 with Chelmsford participating in three main awards. 70 CHS students took the qualifying proficiency "STAMP Test" and more than 25 awards have been granted so far. Additionally, 21 juniors have already qualified for these awards to be given for The Class of 2026! For The Class of 2025 there are thirteen "Language Opportunity Coalition Achievement Award" winners. Eleven have earned "The Seal of Biliteracy" and 3 earned "The Seal of Biliteracy with Distinction"! Most Massachusetts State colleges and community colleges award college credits for these achievements. Having "Highly Qualified Language Teachers" in our classrooms and a district that supports the curriculum (with audio, video and print resources) leads to benefits for language learners.

Dr. Mahoney was proud to share several "Cultural Exchange Opportunities" under the leadership of our World Language teachers. Last October we received 14 guests from France who visited for a week. This April vacation we had students travel to France for an immersion experience. Also, we had 35 students visit Panama and Costa Rica and were fortunate to visit the rain forest during their trip. A total of 35 McCarthy eighth graders visited Quebec just this past week. In June a panel of interpreters will be coming to Chelmsford from American Sign Language and our students will learn about "deaf culture". Our ASL program has been steadily growing and continues to be successful. There are now "World Language Honor Societies" at CHS for Spanish, French and ASL. An exchange trip to Spain is being planned for next April. Dr. Mahoney's entire presentation and accompanying slides may be viewed on Chelmsford Telemedia You/Tube.

3. Seal of Biliteracy Award Recipients – CHS Class of 2025

Dr. Hirsch included a slide show in tonight's agenda packet listing the names of those students who are receiving The Seal of Biliteracy with Distinction; and those who are receiving The Massachusetts Language Opportunity Coalition Achievement Awards. These awards will be added on to the diplomas they will receive at graduation. Congratulations to all!

4. Update on Parker Middle School MSBA Project - OPM & Designer Selection Timeline

Dr. Lang included in tonight's agenda packet the names of the 13 Chelmsford members of the Parker Middle School Project. This group will meet monthly and meetings will be televised. Left Field is the recommended OPM. On May 12th a panel meeting will be held with the anticipation that the MSBA will approve Left Field as the OPM. Once the contract is signed by The Town work will commence. Next a "Designer" must be selected. The panel overseeing this will consist of 13-member team (ten from The MSBA and 3 from Chelmsford). Chelmsford will be represented by Dr. Lang, Town Manager Cohen and Mr. King. The designer panel meeting dates will be held in July and August. By Labor Day we will be able to look at the three new school options (a 5th to 6th grade

school; a 4th, 5th and 6th grade school or a 5th through 8th grade middle school). This determination should be in place by January of 2026. Forums will be held at the start of the new school year to allow input from all stakeholders. The project has many milestones and will take about five years. By the spring/summer of 2030 the project should be complete!

5. FY2025 Recommended One-Time Budget Purchases

Ms. Johnson-Collins included a memorandum in tonight's agenda packet recommending onetime budget purchases totaling \$270,409. These are additional projects to be done as well as the ones approved in March 2025.

6. FY2025 Recommended Budget Transfers

Ms. Santos motioned to approve the local FY2025 operating budget transfers totaling \$270,409 for the Chelmsford Public Schools as presented. Mr. Moses seconded. A roll call vote was taken. Motion carries 5-0.

7. Approval of Field Trip & Travel Requests

Ms. Santos motioned to approve the CHS Best Buddies Program for the Silver Knights baseball game in Nashua, NH on May 28, 2025. Mr. Moses seconded. Motion carries 5-0.

REPORTS

1. Liaison Reports

Ms. Lebeaux said that the South Row PTO met last night. Because this year's fourth grade class is a large one they will hold an outside picnic to celebrate the students moving up to Parker. They spoke highly of the April PD sessions.

Ms. Santos added that there was a huge turnout for Recycle Day for McCarthy and Center Schools. The CHS After Prom event will be held at The Elks Club. Donations of gift cards and food items are appreciated.

Mr. King shared that The Alumni Association met last night. They are updating their website and are working on streamlining the process for nominations for The Hall of Fame and the honoring ceremony. Their Scholarship Awards Ceremony will take place on May 20th.

ACTION/NEW ITEMS

Request for Reports & Updates

The Chair shared that a family survey will take place through the Panorama Platform soon. It is part of The Strategic Plan. The results will be presented on June 17th. The next meeting on May 20th will be Lana's last before she graduates!

PUBLIC COMMENTS:

None

ADJOURNMENT at 7:49 p.m.

Ms. Santos motioned to adjourn. Mr. Moses seconded. Motion carries 5-0.

Respectfully submitted,

Sharon Giglio,

Recording Secretary

CHELMSFORD PUBLIC SCHOOLS

Jay Lang, Ed.D., Superintendent

Memorandum

To: Members of the School Committee

From: Jay Lang, Ed.D., Superintendent of Schools

Date: May 15, 2025

Re: Spotlight on the Schools: Harrington Elementary School

Attached please find a PowerPoint presentation provided by Harrington Principal Robert Asselin in advance of the school committee meeting presentation. I look forward to hearing the presentation and discussing the good work that is occurring at Harrington Elementary School with the members of the school committee.

PHONE: 978.251.5100 • FAX 987.251.5110

Mathematics

Harrington Elementary School

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School Committee Presentation

Robert Asselin, Principal Stacy Gilbert, 1st Grade Teacher Amanda Bernier, Math Instructional Specialist























Focus

Today our primary focus will be on first grade success with discourse.

You'll see this happening across all grades K-4 at Harrington, but we wanted to spotlight the successes in the younger grades to show what all students are capable of achieving. These skills carry through each grade level and show up in many different ways throughout the school.



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Student Discourse

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Purpose

Increase student-tostudent communication with the teacher as the facilitator

Teacher

Focus on teaching/modeling math language with regular practice and consistent reinforcement

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Student

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m

Utilize sentence starters and practice regular, respectful conversation involving math talk



Sino

V= a.a.a=a3

Rationale

Students need to be explicitly taught how to communicate both in general and in math class. This transfers across subjects and grade levels. It also includes a focus on how to disagree respectfully to encourage perseverance

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Video 4

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Co-Teaching and Planning

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Planning is Paramount

Co-planning plays a vital role in the success of both teachers and students. Amanda and Stacy have built a strong collaborative relationship that fosters trust, comfort, and a willingness to take risks, supported by high levels of encouragement and minimal judgment. This partnership models mutual respect and effective teamwork, which in turn inspires students to reflect those same values in their own interactions. Students witness this working relationship during co-teaching time regularly.

Additional Highlights at Harrington

Professional Learning Team

At Harrington, we've formed a Professional Learning Team (PLT) dedicated to exploring questions around the Reveal curriculum and sharing research-based best practices. This team engages in thoughtful, collaborative inquiry, tackling challenging questions and working to find meaningful, context-specific solutions. Eleven staff members have voluntarily committed their time to several Monday morning sessions before school to participate. Evaluators have noted the implementation of PLT-discussed strategies in classrooms, along with a noticeable increase in student engagement.

PLT Video

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Additional Highlights at Harrington

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Reveal

Throughout this school year, every classroom teacher at Harrington has collaborated with the math specialist in some way. Their openness, curiosity, and willingness to embrace new approaches have been evident. As a community, they've warmly welcomed the math specialist and have thoughtfully integrated newly learned strategies into their teaching practice.



This year, our collaborative work in Mathematics has centered around the Reveal curriculum. Teachers have grown more proficient with the online platform and have deepened their understanding of the curriculum's teacher-facing components. Throughout the year, they've engaged thoughtfully with the material, asking meaningful questions and remaining committed to the process. As familiarity and confidence with the curriculum grow, teachers are increasingly able to partner effectively with the math specialist. This foundation paves the way for integrating more research-based instructional strategies into their teaching.



CHELMSFORD PUBLIC SCHOOLS

Jay Lang, Ed.D., Superintendent

Memorandum

To: Members of the School Committee

From: Jay Lang, Ed.D., Superintendent of Schools

Date: May 15, 2025

Re: Spotlight on the Departments: Health, Physical Ed. & Family Consumer Science

Attached please find a PowerPoint presentation provided by Kathryn Simes, Department Coordinator for Health, Physical Education and Family Consumer Science. I look forward to hearing Ms. Simes's presentation and discussing the work that is ongoing in the district with respect to these subject areas.

PHONE: 978.251.5100 • FAX 987.251.5110

PHYSICAL EDUCATION, HEALTH EDUCATION, FAMILY & CONSUMER SCIENCES DEPARTMENTS

Presented by:

Katie Simes - Prek-12 Department Coordinator for Health Education, Physical Education, and Family & Consumer Sciences Eric Hiltz - Adapted Physical Education Teacher at Byam, Center, Harrington, and McCarthy Patrick Graham - Physical Education Teacher at McCarthy





TABLE OF CONTENT

- **INTRODUCTION**
- **WHAT'S HAPPENING K-12**
- **CHELMSFORD HIGH SCHOOL:** 03
 - PATHWAYS
 - TEACHER SIGNING DAY
- **DISC GOLF MAPS**
- **FITNESS CENTER MCCARTHY AND PARKER**
- UNIFIED PHYSICAL EDUCATION

What's Happening in Health Education, Physical Education, and

Family & Consumer Sciences

Department-Wide Highlights

- New MA State Standards Adopted
- Updated K-12 pacing guides, scope & sequence, and syllabi (Grades 9-12)
- NEW Health Course for FY26: Modern Topics in Health Sciences

• **Grading Updates:**

- K–4: Standards-Based Report Cards
- 5–8: Standards-Based Categories
- 9–12: Working on Common Grading Practices

• Curriculum Updates:

- New Mini-Golf Unit in Elementary PE
- New Pickleball Courts at CHS

• **Updated Mental Health Programming:**

- Grades 7–9: Erika's Lighthouse
- Grade 12: The NAN Project

• Other Highlights:

- New tennis equipment for every school
- K–12 PE Professional Development on Teaching Tennis in PE







Chelmsford High School Education Pathway

Grade 9:

- IDS 101 Career & College Readiness 1 1 credit
- IDS 120 Money Matters: Money Smart 1 credit (grade 9, 10, 11, OR 12)

Grade 10:

- EDU 122 Child Growth & Development 3 credits (grade 9 OR 10)
- HIS 121 United States History I 3 credits
- IDS 106 Career & College Readiness 2 1 credit

Grade 11:

- ENG 160 Modern American Literature 3 credits
- HIS 122 United States History II 3 credits
- EDU 150 Discover Teaching 3 credits (grade 10 or 11)
- ENG 101 Writing for College 3 credits (grade 11 OR 12)

Grade 12:

- ENG 141 Modern World Literature 3 credits
- EDU 100 Supervised Education Practicum and Seminar -3 credits (grade 11 OR 12)
- BIO 108 Nutrition 3 credits (grade 11 or 12)



EDUCATION

PATHWAY

- Collaboration with Middlesex Community College
- Roll out Fall FY26
- 30 Dual Enrollment Credits
- 3 Education Courses at CHS All DE
 - Child and Adolescent Development
 - Discover Teaching
 - Supervised Education Practicum and Seminar
- FY24 Future Teacher Signing Day Thursday May 29th
 @ 10:30
- Also looking at Health Sciences Pathway and Nursing

 Pathway

 Pa

Future Teacher's Signing









DISC GOLF MAPS





Chelmsford

High School

McCarthy

Middle School



McCarthy Middle School Physical Education Highlights

- Fitness Center
- Unified Physical Education

PARKER FITNESS CENTER





Grades 5 & 6 Fitness Center:

- Physical Education Class
 - After school Club

Original Fitness Center Space at McCarthy







The Demo







MCCARTHY PHYSICAL EDUCATION ELECTIVES



FITNESS CENTER

- Opportunities to learn how to use the fitness center:
 - General PE Class
 - Fitness Center Elective
 - After School Club
- McCarthy Students -



Alice and Aaron

UNIFIED PHYSICAL EDUCATION

- Began FY 24' School Year
- Class is comprised of "Athletes" and "Partners/Coaches"
- Meets twice a week for half the year and then coaches change at the half year mark.
- McCarthy Unified Students -
 - Addy, Bella, and Emma



ANNUAL UNIFIED GAME DAY

- 118 Students Participating Students in Grades 3-12
- Friday May 30th @ McCarthy 10-12:00
- Opening Ceremonies
- 10 Stations
- Final Event with ALL Students
- Closing Ceremonies and Medals
- Volunteers:
 - CHS
 - Coaches
 - Fire Department
 - Police Department





2024 Unified Game Day













THANK YOU

ENGINEERING 978-250-5228 FACILITIES 978-250-5228 HIGHWAY 978-250-5270 TRASH/RECYCLE 978-250-5203



PARKS SEWER STORMWATER 978-250-5228 978-250-5233 978-250-5228

Telephone: 978-250-5228 Fax: 978-250-2416

DEPARTMENT OF PUBLIC WORKS

9 Alpha Road Chelmsford, MA 01824

Christine Clancy, P.E. Director

MEMORANDUM

Date: 5/15/25

To: Dr. Jay Lang, Superintendent From: C. Clancy, DPW Director

Cc: Mr. Paul Cohen, Town Manager; Matthew Schweitzer, Facilities Manager

Subject: FY25 Q3 School Work Order Summary

This memorandum provides a summary of the school work order completions for the third quarter in FY25 (January 1, 2025 to March 31, 2025) at the 9 school buildings. As of the end of January 2025, the Town and School District transitioned from the previous SchoolDude work order system to a new system, called Asset Essentials. As previously presented, this new software system provides enhanced tracking and reporting features as well as improved access for users to enter and complete work orders through an app on an Iphone or android. As part of this new software upgrade, additional work order categories were created. Under the previous work order system, 11 work order categories were tracked and now Asset Essentials is reporting on 22 categories, which provides more granular reporting data to the DPW and School Department.

Work Order requests are often requested through the School Custodians and Principals but are also generated by the DPW Facilities Team. Work Orders are reviewed for completion by DPW and closed out once the task has been completed. Larger capital or other necessary projects are not typically tracked through the Work Order Database.

In the fiscal calendar year FY2025 Quarter 1 (July 1, 2024 to October 1, 2024), a total of 431 school work orders were generated or closed through the Town's work order database. Approximately 83%, or 346 work of the school work orders, have been completed and closed.

In the fiscal calendar year FY2025 Quarter 2 (October 1, 2024 to December 31, 2024), a total of 353 school work orders were generated or closed through the Town's work order database. Approximately 93%, or 330 of the school work orders have been completed and closed.

In the fiscal calendar year FY2025 Quarter 3 (January 1, 2025 to March 31, 2025), a total of 319 school work orders were generated or closed through the new Town's work order database, Asset Essentials. Approximately 80%, or 254 of the school work orders have been completed and closed. The reason for the decrease in work order completion this quarter is likely due to the transitioning to the new work order system.

The following chart and graph depicts the total number of school work orders for each school and both the number and percent complete for each location completed in FY25, Q3.

Figures 1 and 2: FY25, Q3 School Work Order Summary (by Location)

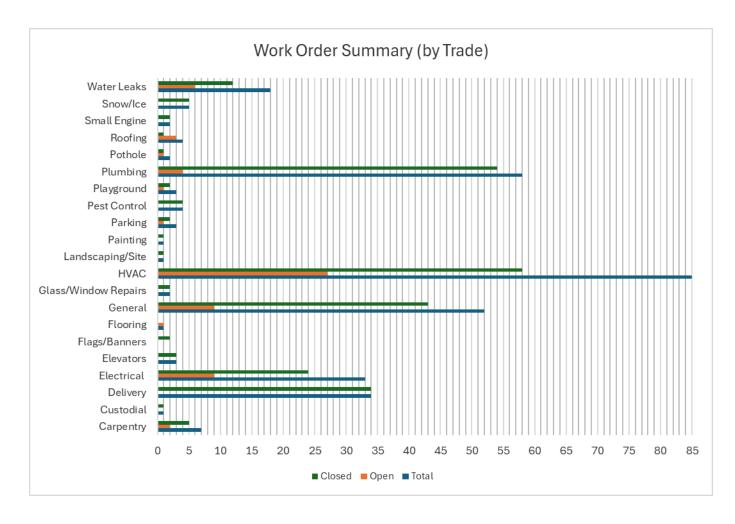
| Work Order Summary (by location) | | | | |
|----------------------------------|-------|------|--------|------------|
| School | Total | Open | Closed | % Complete |
| Byam | 18 | 4 | 14 | 78% |
| Center | 19 | 1 | 18 | 95% |
| Community Education | 29 | 8 | 21 | 72% |
| School Admin | 9 | 1 | 8 | 89% |
| CHS | 123 | 29 | 94 | 76% |
| Harrington | 23 | 3 | 20 | 87% |
| McCarthy | 34 | 7 | 27 | 79% |
| Parker | 32 | 7 | 25 | 78% |
| South Row | 32 | 5 | 27 | 84% |



The following chart and graph depicts the total number of school work orders for each trade category and both the number and percent complete for each of the trades in FY 25 Q3.

Figures 3 and 4: FY25, Q3 School Work Order Summary (by Trade)

| Work Order Summary (by trade) | | | | | |
|-------------------------------|-------|------|--------|------------|--|
| Trade | Total | Open | Closed | % Complete | |
| Carpentry | 7 | 2 | 5 | 71% | |
| Custodial | 1 | 0 | 1 | 100% | |
| Delivery | 34 | 0 | 34 | 100% | |
| Electrical | 33 | 9 | 24 | 73% | |
| Elevators | 3 | 0 | 3 | 100% | |
| Flags/Banners | 0 | 0 | 2 | n/a | |
| Flooring | 1 | 1 | 0 | 0% | |
| General | 52 | 9 | 43 | 83% | |
| Glass/Window Repairs | 2 | 0 | 2 | 100% | |
| HVAC | 85 | 27 | 58 | 68% | |
| Landscaping/Site | 1 | 0 | 1 | 100% | |
| Painting | 1 | 0 | 1 | 100% | |
| Parking | 3 | 1 | 2 | 67% | |
| Pest Control | 4 | 0 | 4 | 100% | |
| Playground | 3 | 1 | 2 | 67% | |
| Plumbing | 58 | 4 | 54 | 93% | |
| Pothole | 2 | 1 | 1 | 50% | |
| Roofing | 4 | 3 | 1 | 25% | |
| Small Engine | 2 | 0 | 2 | 100% | |
| Snow/Ice | 5 | 0 | 5 | 100% | |
| Water Leaks | 18 | 6 | 12 | 67% | |



The DPW will continue to provide an update similar to this report after the completion of the 4th quarter and will explore opportunities for additional analytical reporting data for future reports.

CHELMSFORD PUBLIC SCHOOLS

Memorandum

To: Jay Lang, Ed.D., Superintendent of Schools

Members of the School Committee

From: Joanna Johnson-Collins, Director of Business & Finance

Date: May 16, 2025

Re: Vote to Approve Contracted Custodial Cleaning Contract

I am pleased to report that six (6) responses were received from custodial cleaning service providers in response to our recently advertised Request for Proposals (RFP #25-02). Each of the non-cost proposals were reviewed for compliance with the minimum specifications and further rated in accordance with the specified comparative criteria. Three (3) of the six (6) proposers were invited to make a presentation to the RFP review team. After the presentations, the RFP team reviewed their results to determine which proposers offered the most advantageous proposals and provided the best value to Chelmsford Public Schools.

Based upon the proposal review, I am recommending the following proposer be awarded a one-year contract for the 2025/2026 school year with two additional one-year contract extensions for the 2026/2027 and 2027/2028 school years exercised at the sole discretion of the Chelmsford School Committee as follows:

Dynamic Janitorial Services, Inc – Milford, Massachusetts

| \$ 85,629 | Byam Elementary School |
|------------|---------------------------------|
| \$ 71,842 | Center Elementary School |
| \$ 85,629 | Harrington Elementary School |
| \$ 71,842 | South Row Elementary School |
| \$ 172,355 | McCarthy Middle School |
| \$ 158,849 | Parker Middle School |
| \$ 286,290 | Chelmsford High School |
| \$ 40,936 | Westlands / Community Ed |
| \$ 13,847 | Central Administration Building |
| \$ 987,219 | Total Contract Value |

A line item of \$ 978,287 for contracted custodial cleaning services is included in the FY2026 budget, with an offset to the Westlands/Community Education Building Contract of \$ 38,314 for the portion of the contract that will be allocated to the Community Education revolving fund (507). The value of the contract recommended above totals \$ 987,219, which results in a difference of \$ 8,932 from the budgeted amount. In FY2026, we will complete a budget transfer within the custodial DESE category (from supplies or general maintenance) so the contracted services budget line item equals the contract award amount.

Suggested Motion: I move to accept the base bid and award the Contracted Custodial Cleaning Services contract for Chelmsford Public Schools commencing on July 1, 2025 through June 30, 2026 to the following vendor:

PHONE: 978.251.5100 • FAX 987.251.5110

CHELMSFORD PUBLIC SCHOOLS

Dynamic Janitorial Cleaning, Inc., 176 Main Street, Milford, MA 01757 for the four elementary schools, two middle schools, Chelmsford High School, the Community Education building and the Central Administration Offices in the amount of \$ 987,219.

| This Contract is made this | day of | , by and between the Chelmsford |
|--|----------------|-------------------------------------|
| Public Schools, 230 North Road, Che | elmsford, MA | A 01824, acting by the |
| Chelmsford School Committee (herei | inafter the "I | District"), and |
| Dynamic Janitorial Cleaning, INC, a | Massachuse | tts organized under the laws of |
| Massachusetts, with a principal office | e located at 1 | 176 Main Street, Milford, MA 01757, |
| (hereinafter the "Contractor"). | | |

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the District and the Contractor for the services specified herein, are hereby terminated and shall be of no force and effect.

1. Scope

In consideration of the obligations herein contained, the Contractor shall provide cleaning services for the District as stated in the Request for Proposals ("RFP"), issued by the District, which is incorporated herein by reference.

2. Standard of Care

The Contractor shall exercise due care and diligence in the rendering of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor's services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. Term

The initial term of this Contract shall be for one (1) year, commencing on July 1, 2025, and ending on June 30, 2026. This Contract may be extended, at the sole discretion of the District, for up to two (2) one (1)-year renewal terms, the first commencing on July 1, 2026, and ending on June 30, 2027, and the second commencing on July 1, 2027, and ending on June 30, 2028.

4. Incorporation of the Request for Proposals/Order of Priority of Contract Documents

The provisions of the RFP and the Contractor's Proposal are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority: Amendments to Contract (if any)

Second Priority: Contract

Third Priority: Addenda to the RFP (if any)

Fourth Priority: RFP

Fifth Priority: Contractor's Proposal.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the District shall pay the Contractor the prices set forth in the Contractor's Proposal, a copy of which is attached hereto and incorporated by reference.

This Contract is a fixed price/fixed rate contract and therefore miscellaneous expenditures associated with the Contractor's work shall not be paid by the District. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the District's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the District.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the District as an invoice and shall specify all services rendered.

Payment will be due thirty (30) calendar days after receipt of the Contractor's invoice by the District for services rendered in accordance with this Contract. The District shall not make payments in advance.

If the District objects to all or part of any invoice, the District shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) calendar days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the District's RFP, the Contractor shall take such measures only with the District's prior written approval. Charges for such services, with no mark-up, shall be billed directly to the District unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the District and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the District to the Contractor shall be deemed to be a waiver of any right of the District under this Contract or a ratification by the District of any breach hereof by the Contractor.

6. Warranty

DELETED/NOT APPLICABLE.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and local law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

The Contractor shall provide and maintain throughout the term of this Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability

insurance, and employer's liability under workers' compensation insurance.

- e. The District shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance (Umbrella Form), and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:
 - "Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) calendar days prior written notice thereof to the named certificate holder and to the District before such cancellation or amendment shall take place."
- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the District at the execution of this Contract. Such certificates shall not merely name the types of policy provided but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the District or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
- h. The Contractor shall also be required to provide to the District with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the District is named as an additional insured on each such policy.
- i. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus line insurer and does not have a current Best's rating of A or better.
- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

9. Indemnification

The Contractor shall compensate the District for all damage to District property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the District and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or local statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the District and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the District, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or local statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it is familiar with all conditions of the RFP and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

In full compliance with the terms of the RFP, the Contractor shall provide a Performance Bond, which is in the amount of one hundred percent (100%) of the Contract Price, to the District.

13. Payment Bond

NOT APPLICABLE.

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the District and not as an employee of the District. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the District, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

15. Use of Alcohol and Controlled Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on District property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the District shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smoke free Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the District.

17. CORI/CHRI/SAFIS Screening of Contractor's Employees

Pursuant to M.G.L. c. 71, §38R and 42 U.S.C. § 16962, each employee of the Contractor who performs services under this Contract shall be subject to Criminal Offender Record Information (CORI) and Criminal History Record Information (CHRI) screening. As part of such comprehensive criminal background screening,

each such employee shall be subject to Statewide Applicant Fingerprint Identification Services (SAFIS) screening, as well as to any and all other federal and state statutes, rules, and regulations regarding fingerprinting. No employee of the Contractor shall perform services under this Contract unless he/she has successfully passed all such applicable screening.

18. Delays/Force Majeure

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of performance.

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) calendar days of written notice thereof from the District to the Contractor, the District shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) calendar days thereafter, in any event the District may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation of sufficient money to fund this Contract. Should sufficient funding not be appropriated, therefor, the District shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event, the District may terminate this Contract upon written notice to the Contractor.

- d. The District may terminate this Contract upon written notice to the Contractor if a source of money to fund this Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend this Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The District may also terminate this Contract for convenience upon thirty (30) calendar days' written notice to the Contractor.

In the event of termination, the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19 a. or 19 b. above, the District may make any reasonable purchase or contract to purchase services in substitution for performance due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the District due to non-performance or non-conformance of services, together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

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Except as otherwise provided in this Contract all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

If to the District: Superintendent of Schools

Chelmsford Public Schools

230 North Road

Chelmsford, MA 01824

With copies to: Andrew J. Waugh, Esq.

Murphy, Hesse, Toomey & Lehane, LLP 50 Braintree Hill Office Park, Suite 410

Braintree, MA 02184

If to the Contractor: Marion Nogueira, President

Dynamic Janitorial Cleaning, Inc

176 Main Street Milford, MA 01757

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the District shall constitute a waiver of a right or duty afforded to the District under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the District shall be construed as a waiver or in any way limit the legal or equitable remedies available to the District. No waiver by the District of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing performance under this Contract, report the same to the District in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the District as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the District has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the District vis-à-vis the media or the public at-large without the District's express, written consent in advance.
- g. Prior to commencing performance under this Contract, the Contractor shall furnish the District, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Proposal was made and submitted in good faith and without

collusion or fraud with any 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.

- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Proposal documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- 1. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.

- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the District.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the District shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any prior agreement between the parties in connection with the transaction contemplated.
- r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- s. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- u. This Contract is executed in triplicate as a sealed instrument.

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| The Chelmsford Public Schools | Dynamic Janitorial Cleaning, Inc. |
|--|--|
| By: The Chelmsford School Committee | By: Dynamic Janitorial Cleaning, Inc. |
| | Signature |
| Dennis F. King II, Chairman | |
| | Marlon Nogueira |
| Maria L. Santos, Vice Chairman | Printed Name |
| | President |
| Diana M. Lebeaux, Secretary | Printed Title |
| Susan Mackinnon | |
| John W. Moses | |
| Dated: | Dated: |
| APPROVED AS TO AVAILABILITY OF In accordance with the requirement certify that an appropriation in the amount | s of M.G.L. Chapter 44, Section 31, this is to |
| Accounting Official | Dated: |
| 1 toodining Official | |

CERTIFICATE OF VOTE

| I, | , hereby certify |
|------------------------|---|
| (Clerk | , hereby certify (x/Secretary) |
| that I am the dul | y qualified and actingof (Title) |
| (Corpora | ation Name) |
| held on2 | tify that at a meeting of the Directors of said Corporation duly called and 20, at which meeting all Directors were present and voting, the was unanimously passed: |
| | thorize and empower either |
| (Name) | (Title) |
| | (Title); or |
| (Name) | (Title), |
| any or Corporation. | ne acting singly, to execute all contracts and bonds on behalf of the |
| _ | that the above vote is still in effect on this the day of ot been changed or modified in any respect. |
| | Signature |
| | Printed Name |
| | Printed Title |
| | contained hereabove shall be executed by CONTRACTOR or copy of ation of authority to sign for the Corporation" shall be attached.) |

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904576

CHELMSFORD PUBLIC SCHOOLS REQUEST FOR PROPOSALS CONTRACTED CLEANING SERVICES RFP 25-02

Pursuant to M.G.L. c. 30B, §6, the Chelmsford Public Schools (CPS or "the District") solicits sealed proposals, with the intention to award a contract(s) for contracted cleaning services for the following school buildings: Byam, Center, Harrington, and South Row Elementary Schools, Parker and McCarthy Middle Schools, Chelmsford High School, the Community Education/CHIPS (Westlands) School, and the Central Administration Offices. The cleaning services shall consist of all labor and equipment as well as those materials specified in Section 7.0, below.

The specifications will be available during regular business hours at the Administrative Offices of the Chelmsford Public Schools, 230 North Road, Chelmsford, MA 01824, starting Monday March 3, 2025, at 9:00 a.m. local time, a voluntary pre-proposal conference will be held on Wednesday March 12, 2025, at 11:30 a.m. local time at the Main Entrance of Chelmsford High School located at 200 Richardson Road, Chelmsford, MA. Proposal submissions will be accepted until March 27, 2025, at 2:00 p.m. local time. Any submissions received after Thursday March 27, 2025, at 2:00 p.m. local time will not be considered. No faxed or conditional Proposals shall be accepted. If the District Offices are closed due to weather or other emergency, the deadline for receipt of Proposals will be extended to the time posted above on the next business day upon which District Offices are open. Each Proposer's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in District Offices shall be considered official.

Each Proposal shall be submitted in accordance with the Submission Requirements in order to be considered for award. Any Proposal submitted shall be binding for sixty (60) calendar days subsequent to the time of the opening of Proposals.

The District will not reimburse Proposers for any costs incurred in preparing Proposals in response to this RFP.

Submission of a Proposal shall be conclusive evidence that the Proposer has examined this RFP and is familiar with terms of this RFP and all provisions of the contract included with this RFP. Upon finding any omissions or discrepancy in this RFP, each Proposer shall notify the District immediately so that any necessary addenda may be issued. Failure of a Proposer to investigate completely the RFP and/or to be thoroughly familiar with this RFP shall in no way relieve any such Proposer from any obligation with respect to the Proposal.

By submission of a Proposal, the Proposer agrees that if its Proposal is accepted, then it shall enter into a Contract with the District which incorporates all of the requirements of this RFP. By submission of a Proposal, the Proposer further indicates acceptance of all terms and conditions of this RFP.

Changes, modifications or withdrawal of Proposals shall be submitted in writing to the District prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED PROPOSAL FOR THE PROCUREMENT OF CONTRACTED CLEANING SERVICES—PRICE PROPOSAL" or

"CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED PROPOSAL FOR THE PROCUREMENT OF SERVCIES FOR CONTRACTED CLEANING SERVICES - NON-PRICE PROPOSAL." No corrections, modifications, or withdrawal of Proposals shall be permitted after the deadline for receipt of Proposals.

For further information, please refer to the succeeding sections, with which each Proposer shall comply in submitting a Proposal.

1.0 Contract Term

1.1 Any contract awarded pursuant to this RFP shall be for a one (1) year term commencing July 1, 2025, through June 30, 2026, with two (2) one (1)-year optional extensions commencing July 1, 2026, through June 30, 2027, and July 1, 2027, through June 30, 2028, exercisable at the sole discretion of the Chelmsford School Committee. The Chelmsford School Committee intends to notify the successful proposer by April 1st of the year preceding each option year of their intent to exercise extensions to the contract at the Committee's sole discretion; however, the District's failure to do so shall not prohibit it from exercising its option. Optional years two and three are subject to appropriation. Any contract awarded must contain all provisions of this Proposal. A copy of the Contract that the Contractor must sign as a result of award is attached for reference as Appendix A.

2.0 Proposal Format and Requirements

- 2.1 Proposers are required to submit unit prices for the specified services on the Price Proposal Sheet for the school calendar schedule, including hourly rates, which will be used for adjusting invoices downward when a full crew is not provided and upward when additional services are required. A fixed fee for the three (3) school vacation periods (Christmas, February and April breaks) and summer should be listed separately with the man hours per day that will be scheduled during the three (3) vacation periods and summer break.
- 2.2 A proposal deposit or bid bond in the amount of five percent (5%) of the year one total contract bid price is required. All deposits will be returned once a contract has been executed with the successful proposer.
- 2.3 The Successful Proposer (also referred to as "the Contractor") shall provide a performance bond in the sum of one hundred percent (100%) of the contract price in a form acceptable to the CPS. The bond shall be provided within thirty (30) calendar days of the contract award. The bond must be updated yearly by the contractor and will be provided to the school business office no later than June 30 preceding the contract year. Failure to obtain a performance bond will result in the cancellation of the contract. Only bond companies licensed to conduct business in Massachusetts are acceptable. To find out if your bonding company is licensed to work in Massachusetts, please contact the Division of Insurance at phone number (617) 521-7794.

- 2.4 Any questions on the part of the proposer regarding the specifications contained herein must be resolved prior to submission of the proposal. A voluntary pre-proposal conference that will include a building tour is scheduled for **Wednesday March 12**, 2025, at 11:30 a.m. local time. The pre-proposal conference will begin at the Main Entrance at Chelmsford High School, 200 Richardson Road, Chelmsford, MA and be followed by school visits to the Harrington Elementary School and McCarthy Middle School to provide a representative sample of the school building conditions in which the proposed services are to be performed. Proposers are encouraged to visit each of the other school locations not included in the pre-proposal conference prior to submitting a proposal. The pre-proposal conference and building tour is non-mandatory. Questions pertaining to the Request for Proposals should be referred to Joanna Johnson-Collins, Director of Business & Finance, via e-mail at johnsoncollinsj@chelmsford.k12.ma.us or by phone at (978) 251-5100.
- 2.5 CPS reserves the right to use its own personnel and/or equipment to perform cleaning services when deemed necessary or expedient, and to award additional contracts for cleaning services as deemed necessary in the best interest of the CPS. If CPS has to use its own personnel or contract with another vendor to perform cleaning services the contractor did not attempt or complete to the satisfaction of the CPS, CPS will charge the contractor the hourly wages of the personnel or costs associated with contracting with another vendor, to complete the tasks. The total dollar value of incomplete work will be calculated and deducted off the next invoice the contractor sends to the district.

3.0 Qualifications of Proposers

- 3.1 Proposals may be submitted by companies, partnerships or corporations that are presently engaged in the field of professional cleaning services and that have a minimum of five (5) years' experience in providing professional cleaning services or a minimum of three (3) years' experience and a demonstrated ability to perform the contracted cleaning services required by these specifications. Demonstrated ability shall be established by current or recent references of professional cleaning jobs similar in size and scope as the work to be performed pursuant to the contract. The Contractor shall submit all work performed in Massachusetts schools and failure to list a school may result in rejection of the proposal at the sole discretion of CPS.
- 3.2 Proposers are required to submit a "Company Résumé" in their Non-Price Proposal which will contain information relative to the organization of the proposer's cleaning service business, including date of incorporation, organization, headquarters, field offices, size, work force, management structure, employee system, benefits, training programs and union information.

4.0 Scope of Work

4.1 The successful Proposer must provide contracted cleaning coverage of the sites listed below between the hours of 2:30 p.m. and 11:00 p.m. during each day of the contract. A minimum of one (1) employee must be present during the hours specified above (exception: Admin Building only requires cleaning services). Below are the addresses of the sites for the contract cleaning:

School Addresses

Chelmsford High School -Square Footage (285,882)

200 Richardson RoadN. Chelmsford, MA 01863(978) 251-5111 Fax (978) 251-5117

McCarthy Middle School – Square Footage (156,732) 250 North Road Chelmsford, MA 01824 (978) 251-5122 Fax (978) 251-5130

Parker Middle School -Square Footage (121,873) 75 Graniteville Road Chelmsford, MA 01824 (978) 251-5133 Fax (978) 251-5140

Byam Elementary School – Square Footage (60,441) 25 Maple Road Chelmsford, MA 01824 (978) 251-5144 Fax (978) 251-5150

Center Elementary School -Square Footage (55,562) 84 Billerica Road Chelmsford, MA 01824 (978) 251-5155 Fax (978) 251-5160

Harrington Elementary School – Square Footage (60,441) 120 Richardson Road North Chelmsford, MA 01863 (978) 251-5166 Fax (978) 251-5170

South Row Elementary School – Square Footage (44,580) 250 Boston Road Chelmsford, MA 01824 (978) 251-5177 Fax (978) 251-5180

Chelmsford Community Education/CHIPS (Westlands) School-Square Footage (37,100) 170 Dalton Road Chelmsford, MA 01824 (978) 251-5188 Fax (978) 251-5187

Chelmsford Public Schools-(*requires year-round cleaning)- Square Footage (10,192)
Administrative Offices
230 North Road
Chelmsford, MA 01824
(978) 251-5100

4.2 The scope and frequency of cleaning services applicable to the buildings are shown in Appendix B. It will be the proposer's responsibility to determine the number of man hours necessary to complete the requirements outlined in Appendix B. The proposer shall comply with the latest industry standards. All cleaning procedures shall be in strict accordance with manufacturers' directions and warnings (Appendix C includes floor finishing requirements for each facility), OSHA and EPA standards, and all Federal, State and local laws.

Prior to the start of the contract, a meeting with CPS and the Contractor will occur to review scope and responsibilities.

- 4.3 Cleaning services, as outlined in Appendix B, are required only for days when school is in session 180 days **plus** an additional 7 days built into the calendar. As a point of clarification, the regular cleaning schedule is for 187 days (180 Student days and up to 7 additional days around the opening of school, teacher professional days, snow days and at the end of the school year as directed by the Director of Facility Services. The Contractor shall invoice CPS only for those days worked. The Director of Facility Services or his/her designee will immediately notify the Contractor of emergency closings such as weather and power outages.
 - 4.3.1 The Contractor's regularly scheduled employees (full or part-time) shall be required to work on days when school is closed due to a snow storm, unless notified by the CPS Director of Facility Services or his/her designee. The Director of Facility Services or his/her designee will immediately notify the Contractor of emergency closings such as weather or power outages. If the Contractor is not required to work days during which school is closed, due to emergency closing (weather or power outages) the remaining days will be used at the end of the school year as directed by CPS.
 - 4.3.2 The Contractor may be required to remove snow and salt or sand entrances, walkways and sidewalks adjacent to the school property at the discretion of the Director of Facility Services during the winter months. All such snow removal and salt/sand application will be during the regular daily cleaning hours of 2:30 p.m. 11:00 p.m. All snow removal equipment including snow blowers/throwers, shovels and salt/sand shall be provided by CPS. The Contractor shall care for the CPS snow removal equipment as if it were its own and follow all manufacturer specifications for applicable use. The Contractor shall reimburse CPS, either as a direct payment or through a downward adjustment of the monthly invoice, for any snow removal equipment damaged as a result of inappropriate use as determined by CPS.
- 4.4 Summer and school vacation periods (December/February/April) are considered separate from the day to day cleaning and shall be priced as a lump sum fixed fee on the Price Proposal Sheet. During the Summer, work hours can be adjusted to start/end

between 7 a.m. to 11 p.m. with prior approval of the Director of Facility Services. Emergency and special cleaning services will be provided at the hourly rate included on the Price Proposal Sheet. The CPS Director of Facility Services or his/her designee shall determine the work schedules and size of the labor force needed for any such separate cleaning work. Work crews shall be available on emergency call within a reasonable amount of the time. The Contractor must provide a toll-free, 24 hour emergency telephone number which will ensure an on-site response time to emergencies of no longer than one (1) hour.

- 4.5 Floor plans, shown in Appendix D, provide a general idea of the areas involved in the cleaning service contract. CPS does not attest to the labeling accuracy or completeness of the drawings (i.e., boiler rooms and outdoor entrances are not shown). Cleaning services apply to offices, classrooms (including specialty classroom spaces such as music, AV, art, technology, etc.), halls, lobbies, landings, elevators, walkways, handicap ramps, corridors, lavatories, stairwells, cafeteria, lounges, locker rooms, gymnasiums, fitness centers, entranceways, conference rooms, lecture hall, library, auditorium, storage rooms and closets, boiler rooms and surrounding grounds. The Contractor shall be responsible for the proper cleaning of all areas of the building.
 - 4.5.1 Meeting room set-up support is required. The contractor will be responsible for pre and post set-up cleaning responsibilities on a daily basis as instructed by the Director of Facility Services or his/her designee. Meeting set-up can happen at any time the school is open and will be coordinated in advance. If set-up is required before 2:30 pm, this will be handled by district staff.
 - 4.5.2 Independent Quality Assurance Program: Quality levels will be monitored and numerically scored up to four (4) times per year by an independent auditor determined by CPS, using the criteria outlined in Appendix E. CPS and the contractor will accept the findings as a tool of program quality improvement. The first audit will be scheduled before December 2025. The independent inspector will serve as a neutral advocate for both parties, focusing on quality improvement and best practices of efficient service delivery. SPECIAL NOTE: The conditions of the buildings must be maintained as Level two (2) of the APPA custodial standards at all times.
- 4.6 Any and all adjustments to regularly scheduled work must be approved in advance in writing and signed by the Director of Facility Services or his/her designee.
- 4.7 The Contractor shall properly dispose of trash in dumpsters, paper recycling stations, or bottle/can stations provided by CPS. Collection of cans and bottles from trash during working hours for individual personal gain will not be tolerated.
- 4.8 The Contractor shall be responsible for all permits, fees, and licenses necessary for the proper execution of the required work.
- 4.9 CPS responsibilities, listed in Table 1, are not considered part of the contract, and, as such, the Contractor is not responsible for these duties.

TABLE 1 Chelmsford Public Schools Responsibilities

HVAC Controls
Receipt and delivery of goods
Smoke and fire alarms
Clock/Intercom systems
Pest control
Landscaping

Opening of building Building maintenance and repairs Utilities and outdoor lighting Fire extinguishers Kitchen Equipment

- 4.10 It is understood and agreed that only the highest possible standards of cleanliness are acceptable and are to be maintained; that the following specifications as referenced in Appendix B are not to be construed as complete, and all items not included but found necessary to properly clean the buildings shall be included as though written into some length. A structured work program will be instituted as prescribed by the CPS, utilizing specific equipment and cleaning procedures, in order to attain green cleaning certification and sustainability. The ultimate goal of any contract awarded is to provide a consistent and sufficient cleaning program at all school facilities. 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 the law or public authority. In the event that work has been done improperly, the CPS Director of Facility Services or his/her designee shall have the right to demand immediate corrective action on the part of the Contractor, or have the condition corrected by whatever means necessary and deduct the cost of such corrective action from the Contractor's monthly invoice.
- 4.11 If the successful bidder fails to perform services or performs services in a manner which is not pursuant to the terms and conditions of this contract, the Chelmsford Public Schools may make any reasonable purchase or contract to purchase services in substitution for the service due from the successful bidder, and may deduct the cost of any substitute contract, or the damages sustained by the Chelmsford Public Schools due to non-performance or non-conformance of services, together with incidental and consequential damages from the contract price, and shall withhold such damages from sums due or to become due. If the damage sustained by the Chelmsford Public Schools, as determined by the Superintendent of Schools, exceeds sums due or to become due, the successful bidder shall pay the difference to the Chelmsford Public Schools upon demand

5.0 Hours and Conditions of Work

5.1 The cleaning schedule is shown in Table 2. The contractor is expected to utilize methods and techniques that are most productive in attaining the APPA 2 standards and to deliver quality service. CPS reserves the right to change the hours for any reason. The Contractor shall be flexible, within reason, so as to alter schedules per the request of the Director of Facilities Services or his/her designee.

TABLE 2

CLEANING SCHEDULE

2:30 p.m. - 11:00 p.m. - 187 Day School Year

- 5.2 The cleaning shall be accomplished between 2:30 p.m. and 11:00 p.m. The Contractor shall be responsible for determining the size of the work force necessary to perform the required cleaning services for the 187-day school year schedule. All work performed by the contractor must be complete by 11:00 p.m. daily. All contractor employees and representatives must leave the school buildings by 11:00 p.m. Any exceptions to this condition may only be made by prior mutual agreement, on a case by case basis, between the Director of Facility Services and the contractor.
- 5.3 The contractor shall provide sufficient workers from 3:00 p.m. 6:00 p.m. at Chelmsford High School to properly clean and prepare areas to be used that evening. These areas shall include, but not be limited to, certain corridors, classrooms, bathroom facilities, and meeting areas. The gymnasium shall be cleaned at each school after 10:00 p.m. daily.
- 5.4 Proposers are required to include on the attached Price Proposal Sheet, the estimated average labor hours per day per building that is being proposed. The Chelmsford School Committee reserves the right to reject any proposals that in its sole discretion reflects an inordinately high or low number of average daily labor hours per building.

6.0 Supervision and Personnel

- 6.1 The Contractor acknowledges and agrees that it is responsible as an independent contractor for all services provided under the contract and for all the acts of its employees 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 the contract, to the extent that any such claim, damage, loss, or expense: (1) is attributable to 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, except to the extent any such claim, damage or loss of expense is caused in part by a party indemnifiable hereunder.
- 6.2 At the beginning of each shift, the Contractor's staff must check in with a CPS staff person for special instructions. The Contractor must specify a "Building Supervisor" to serve as a liaison between CPS personnel and the Contractor. The Contractor's Building Supervisor must be on site during the entire shift to ensure the scheduled cleaning of the building including attendance, work assignments, work logs, supply distribution, security and notification of irregularities (i.e. unlocked doors, clogged drains, broken fixtures, equipment and lights out of order). The Contractor's Building Supervisor shall make a detailed inspection of the premises upon completion of each building shift, and leave a "daily checklist" with the CPS staff person to serve as written certification that

the work was completed. The "daily checklist" form shall be approved by the CPS Director of Facility Services and include, at a minimum, discrepancies from routine work (with explanations), property not in serviceable or operating condition, blown lamps, vandalism and supplies needed.

- 6.3 The Contractor shall have available a sufficient number of personnel, properly trained in contracted cleaning, for regularly scheduled work, absences, school vacation, summer cleaning, and emergencies.
- 6.4 The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, age, ancestry, or any other basis prohibited by federal or state law in connection with the performance of the services under the contract. The Contractor further agrees that it will be in compliance with Federal I-9 regulations as well as any other laws, local by-laws, and rules and regulations of the Massachusetts Department of Labor and all other Federal and State regulatory bodies having jurisdiction.
- All employees shall be neat in appearance and shall be required to wear standard uniforms and photo I.D. badges furnished by the Contractor.
- All employees must allow the Chelmsford Public Schools to conduct a C.O.R.I background check on their record. The Successful bidder must submit a C.O.R.I REQUEST FORM for every employee with a valid ID. Employees must undergo C.O.R.I checks PRIOR to employment (releases provided by CPS). It will be the Contractor's responsibility to have any new employee fill out a release form and submit it to the CPS Human Resources Office for processing.
- 6.7 Each of the Contractor's Building Supervisors shall have cell phones or two-way radios furnished by the Contractor. The cell phone numbers shall be updated as necessary and provided by the Contractor to the CPS. If a two-way radio is used for communication purposes, the Contractor shall provide the CPS with an operable two-way radio.
- 6.8 The Contractor must maintain and make available to the District, upon request, employee profiles including names, social security numbers, health and accident records, and criminal records. The District reserves the right to demand a change of personnel at any time and to exclude the Contractor's personnel from service performed under any contract at any time.
- 6.9 The use of alcohol or tobacco products is prohibited by law on school property. iPODS and other personal portable listening devices are not permitted during work hours by the CPS.
- 6.10 Contractor employees shall not disturb papers on desks, open drawers or cabinets, use telephones, or tamper with personal or public property.
- 6.11 All lights shall be turned off before leaving an area that has been cleaned and the Contractor's personnel must also close and lock doors. When cleaning more than one room in a row of rooms, corridor doors should be locked before moving to next room.

- 6.12 Weekly inspections shall take place with the Contractor and the Director of Facility Services or his/her designee.
- 6.13 Staffing Audits: The CPS reserves the right to audit filled v. unfilled positions. In the event that specified performance standards are not being met, invoice adjustments will reflect variance in staffing in favor of CPS. The Contractor shall provide with the monthly service invoice submitted, copies of the timesheets submitted to the Contractor of all staff employed under the contract that specify at a minimum, the name of the individual employed, the dates and hours worked, whether regular and overtime was earned, and the rates of pay rendered.

7.0 Equipment and Supplies

- 7.1 All equipment, hand tools and accessories necessary to perform the cleaning services shall be the responsibility of the Contractor. Items include wet and dry vacuums, walk-behind large auto-floor scrubbers, floor buffering/burnisher (non propane) machines, pressure washers, walk-behind vacuums, back-pack vacuums, Kaivac or equivalent equipment, shampooers, mops, brooms, ladders, extension cords, putty knives, etc. Please see Appendix F for a list of minimum equipment required to perform custodial cleaning services under the contract. All equipment must be properly maintained and/or replaced as needed. Loaner machines must be provided when equipment has failed and is out of service for repair. Contractor must provide and utilize Kaivac No-Touch Restroom Cleaning Systems or equivalent throughout the District. The Contractor's property shall be properly inscribed. Locked storage areas will be provided in the building for the storage of the Contractor's equipment. Equipment must be of high-quality commercial grade cleaning equipment and meet the approval of the Director of Facility Services.
- Table 1 designates the responsibilities for providing supplies under the contract. The District will provide the supplies listed in Table 1 under the heading "Chelmsford Public Schools Responsibilities." The Contractor shall provide the supplies listed in Table 3 under the heading "Contractor's Responsibilities." Any additional supplies needed for the performance of the work required under the contract that are not listed in Table 1 shall be provided by the Contractor at no additional cost to the District. Supplies provided by the Contractor shall be of high quality and approved for use by the Director of Facility Services. The District may request supplies for testing. If products tested are not of the quality or compatibility required, the Contractor is responsible for finding alternative products that meet the District's approval. No acid cleaners shall be used. The Contractor will use "green cleaning products" as much as possible.
 - 7.2.1 All bidders to the RFP will use environmentally preferable, or "GREEN" cleaning products by all awarded contractors as required by Governor Patrick's Executive Order 515, which states "Purchase and use only those cleaning products, including floor finishes, that meet the environmental specifications established by the EPP Program" "Require cleaning service contractors to utilize cleaning products that meet the same or better EPP Standards".

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- 7.2.2 Contractors will supply all remaining chemicals, equipment, and PPE, necessary to safely and efficiently perform their work. They will also supply the Director of Facilities Services, the Senior Building Custodian and all applicable Building custodians with SDS sheets for products brought onto Chelmsford Public Schools property.
- 7.2.3 All products presented for use in the RFP are subject to the approval of the Director of Facilities Services. You can find out more information and a list of Massachusetts FAC 85's approved products at

https://www.mass.gov/doc/fac85/download

Automatic dispensing systems are used in all Chelmsford School Buildings. The awarded vendor can choose to use these or replace with another acceptable product, at the awarded vendors expense.

TABLE 1

SUPPLIES

Chelmsford Public Schools Responsibilities

Waste Receptacles Flags

Toilet Paper Towels Trash Liner

Lamp and light bulb Urinal Pads

Air Filters

Sanitary Napkins & Tampons Kai-Vac Cleaning Chemical

Contractor's Responsibilities

Cleaning Agents and Soaps Graffiti remover Floor Care Products Disinfectant

Sponge and gloves Mops, brushes and brooms

Wax applicators Dust pans

Water hoses Squeeze and spray bottles

Scraper and blades Dust masks

Buckets and pails Floor Machine Pads

Custodial carts Wiping Rags

- 7.3 The Contractor is required to provide the Director of Facility Services with Material Safety Data Sheets for products supplied by the Contractor.
- 7.4 Any additional material, equipment, or labor needed to meet the requirements of these specifications, even if not specifically mentioned herein, shall be supplied by the Contractor as part of any contract.

8.0 Security and Safety

- 8.1 The Contractor shall be responsible for all costs incurred in the event that the Contractor fails to follow the required security procedures as specified herein and as may be further specified in writing prior to the execution of the contract, including losses incurred as a result of theft and vandalism, changing locks and keys, etc.
 - 8.1.1 Key and building access control is a critical component of overall security at CPS. The Contractor is required to take any and all steps necessary to safeguard building access components, listed as, but not limited to keys, swipe cards and combinations. Keys and/or swipe cards must be attached to employees at all times while working on CPS property.
 - 8.1.2 The Contractor will be furnished with keys and/or swipe cards to the buildings and areas to be cleaned. The Contractor shall not allow any keys to leave the campus. A detailed plan for key control must be included in the proposal.
 - 8.1.3 The Contractor shall promptly report to the Director of Facility Services any lost or stolen keys. Any lost or stolen keys not located at the end of the working day will result in the Contractor paying for the cost of repinning and rekeying of the locks affected by the lost or stolen key. The CPS reserves the right to assess such charges against current invoicing documents.
 - 8.1.4 The Contractor will not loan keys. Doors unlocked by the Contractor will be locked immediately after cleaning has been performed. Final payment will not be made upon termination of the contract until all keys have been returned or locks replaced. The CPS reserves the right to audit the Contractor's key control at any time.
- 8.2 The Contractor's Building Supervisor shall be solely responsible for security any keys. The Contractor's employees shall enter and leave by an assigned doorway and shall log in and log out at the time of each and every entry and exit from the building. Keys must be secured in a location designated by the Director of Facility Services. Under no conditions shall keys leave the buildings or be duplicated by the Contractor or his employees.
- 8.3 When leaving after the evening shift, company staff members are responsible for ensuring all outside doors and windows are secure. The Building must be secured, and the alarms must be set. If damage is done to the building because the doors and/or windows were not locked or the alarm was not set as required, the cleaning company will be billed for any and all costs or losses plus a \$ 500 fee. These costs will include, but not be limited to, over time for staff to check on the alarm codes, fire and police service calls, and other costs as may arise.
- 8.4 A Chelmsford Public Schools staff person is responsible for officially unlocking all exterior doors at the beginning of each day. The Contractor is responsible for officially locking all exterior doors at the end of each day. At the end of each cleaning shift, the Contractor's Building Supervisor shall check that all exterior doors are closed.

- 8.5 The Contractor's Building Supervisor is responsible at the end of each day to make sure all windows and interior doors are locked, shades, blinds, and drapes are drawn, and lights are off.
- 8.6 The Contractor's Building Supervisor shall be trained in fire safety procedures and first aid. Evidence of successful completion of first aid training must be provided. The Contractor's Building Supervisor shall serve as a liaison between the Contractor, CPS and emergency personnel (police, fire, ambulance) during normal cleaning hours when an emergency shall arise at the school building and first responders require access to the and assistance addressing the emergency situation.
- 8.7 Each person assigned to work in the Chelmsford Public Schools must be able to read, write and understand the English language as well as possess the ability to communicate with others in English. If any employee does not demonstrate these abilities, the Chelmsford Public School system will ask for immediate replacement of these individuals.
 - 8.7.1 The purpose for this requirement is to ensure that the employees are able to give and receive instructions to and from school personnel as well as one another and also to ensure that the employee is able to read labels correctly as such employees may be working with hazardous materials. The ability to communicate with the principal, staff, teachers, students and community is crucial to the successful functioning of the Chelmsford Public Schools.
 - 8.7.2 The Chelmsford Public Schools does not discriminate on the basis of race, color, sex, religion, national origin, sexual orientation, age or disability in admission to, access to, employment in, or treatment in its programs or activities; nor does it discriminate upon any other basis recognized as prohibited in federal or state law.
- 8.8 The Contractor must have the ability to be reached by telephone 24 hours each day, 365 days per year. The successful proposer must maintain an answering service manned by an operator who can immediately dispatch a custodian to a location to perform required tasks in an emergency or as needed basis.
- 8.9 The contractor shall furnish all employees with uniforms approved by the CPS. All employees of the Contractor will wear identification, which will include the employee's name, photo, and the name of the contractor's company. Uniforms shall be kept clean, and in good repair. All contractor employees shall present a neat, clean and orderly appearance at all times.
- 8.10 The Contractor will provide adequate oversight of all staff assigned on all shifts or monitor employee's activities. Employees are to take rest and meal breaks in authorized locations approved by the CPS. The contractor will ensure that student and staff property, in the form of computers, radios, televisions, audio and video equipment and such devices, are not used or misused by contract personnel.
- 8.11 The Contractor will have an employee training program. This program shall include the specific actions the Contractor will take to train employees in:

- General safety work habits
- "Green Practices"
- Safe use of cleaning materials
- Safe use of cleaning equipment
- Safe use of equipment signs, barriers, or other devices to protect the building occupants and/or equipment
- Personal protective equipment
- Blood borne pathogens
- Review of APPA 2 standards

A detailed status report on staff development and training will be provided to the CPS Director of Facility Services on a quarterly basis.

9.0 Payment for Services

- 9.1 The Contractor will submit for payment to the Chelmsford Public Schools monthly (30 days) invoices for services completed. The District shall pay the Contractor within 30 calendar days of receipt of an invoice indicating the number of days for which services were rendered in the preceding month. The Contractor shall be required to document the days on which work was performed by the submission of daily checklists, logs and employee timesheets. The checklists and logs shall be in a form acceptable to the Director of Facility Services or his/her designee. Payment shall be calculated by multiplying the Contractor's daily rate as indicated on the Price Proposal Sheet, by the number of days for which services were rendered, less any amounts deducted pursuant to paragraph 9.2 of this section for work not completed or work not performed as required by these specifications, as determined by the Director of Facility Services or his/her designee.
- 9.2 The District reserves the right to adjust the invoice to reflect the actual number of days worked and hours supplied, or offset the cost to have the work done by other means. In the event that the Director of Facility Services or his/her designee determines that required work has not been performed or has not been performed according to these specifications, the Contractor shall be notified of the deficiency and given an opportunity to immediately correct the same at no additional cost to CPS. If the work is not performed within 24 hours of said request to correct the deficiency, or such other amount of time as the parties agree to in writing, then CPS shall have the right to perform the work using its own personnel or contract for the work to be performed by another service vendor and deduct the cost of same from the Contractor's monthly invoice.
- 9.3 Alternative methods of payment may be made if acceptable to both parties (i.e. even monthly payments with adjustments).

10.0 Insurance and Indemnification

- 10.1 The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.
- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- 10.2 The District shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- 10.3 All certificates and policies shall contain the following provision:
- "Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) calendar days prior written notice thereof to the named certificate holder and to the District, before such cancellation or amendment shall take place."
- 10.4 Certificates evidencing such insurance in five (5) copies shall be furnished to the District at the execution of the contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to the contract and shall state that such insurance is as required by the contract. The Contractor shall make no claims against the District or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
- 10.5. The Contractor shall also be required to provide to the District with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the District is named as an additional insured on each such policy.
- 10.6. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or

- is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- 10.7 The Successful Proposer shall assume the indemnification responsibilities described in the Contract which is a part of this RFP and is incorporated herein by reference.

11.0 Termination

- a. If the Contractor shall breach any provision of the Contract, which breach is not cured within twenty-one (21) calendar days of written notice thereof from the District to the Contractor, the District shall have the right to terminate the Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) calendar days thereafter, in any event the District may terminate the Contract upon written notice to the Contractor.
- c. The award of the Contract and the continued operation of the Contract are contingent upon appropriation of sufficient money to fund the Contract. Should sufficient funding not be appropriated therefor, the District shall no longer be under any obligation to tender performance, including payment, under the terms of the Contract. In that event, the District may terminate the Contract upon written notice to the Contractor.
- d. The District may terminate the Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The District may also terminate the Contract for convenience upon thirty (30) calendar days' written notice to the Contractor.

In the event of termination, the Contractor shall be entitled to be paid for services rendered in accordance with the Contract prior to termination.

12.0 Assignment

12.1 The Contractor shall not assign, sublet or otherwise transfer the contract, in whole or in part, without the prior written consent of the District, and shall not assign any of the moneys payable under the contract, except by and with the written consent of the District. The contract shall be binding on the heirs, personal representatives, successors, and assignees of the Contractor.

13.0 Governing Law

13.1 The Contractor shall comply with all Ordinances of the Town of Chelmsford, General Laws and Regulations of the Commonwealth of Massachusetts, Federal Laws and Regulations, including Federal I-9 regulations, and Interstate Commerce Commission Rules and Regulations, and all regulations authorized by law, applicable to the provisions of such contract. Any disputes that arise under the contract shall be determined in accordance with Massachusetts General Laws, without respect to choice of law principles.

14.0 Severability

14.1 If any term or condition of any contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of the contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

15.0 Instructions for Submitting Proposals

Sealed Proposals, plainly marked, "Contracted Cleaning Services" shall be submitted to the Chelmsford Public Schools, Administrative Offices, 230 North Road, Chelmsford, MA 01824 attention: Business Office on or before **2:00 p.m. local time on Thursday March 27, 2025.** No late, faxed, or conditional proposals shall be accepted.

Sealed "PRICE" and "NON-PRICE" Proposals shall be submitted separately. Each Proposal shall be clearly identified.

<u>PRICE PROPOSAL – Use Price Proposal Sheet Provided by the School District-Please submit one (1) copy of the price proposal</u>

- 15.1 The dollar figure for the cleaning of each building is to be the total of: the man hours per day for the 187-day school calendar, the fixed fee amount for three (3) vacation periods and summer (such amount should include the costs for providing all required supplies and equipment and any related expenses). The figure for the total man hours per day is required in determining a base for the contract.
- 15.2 Proposers are hereby notified that the hourly prices submitted for additional or emergency rates **shall not** be used in evaluating proposals.

NON-PRICE PROPOSAL -Please submit five (5) copies of the Non-Price Proposal

- 15.3 Proposers must submit a company resume including history, organization, headquarters, field offices, size, work force, management structure, employee system, benefits, training programs and union information.
 - 15.3.1 Proposers must list the names, addresses, telephone numbers and contact names of at least three (3) clients on the attached form.

16.0 Award Criteria

- 16.1 Unless all proposals are rejected, award shall be made by the Chelmsford School Committee within a specified time, to the proposer, conforming to the Request for Proposals that will be most advantageous and provide the best value to the CPS. The selection committee charged with the proposal review will review and respond accordingly to the minimum considerations outlined in the submittal section.
- 16.2 All proposers must be able to meet all requirements of the contract and mobilize their equipment and staff to begin work on July 1, 2025.
- 16.3 All proposers must utilize the provided Price Proposal Sheet as modifications may pose risk of information being misrepresented. The proposer may use additional text to supplement the content of the required fields of information requested.
- 16.4 The Chelmsford School Committee desires to review and award contracts by school location to potentially provide for multiple Contractors to perform custodial cleaning services in the CPS, if in the sole opinion of the Chelmsford School Committee, the total cost for awarding multiple contracts to multiple Contractors is financially responsible.
- 16.5 Rule for Award: The lowest cost proposal for each location will not necessarily be the bid to receive the award. The district reserves the right to combine bids for the most advantageous outcome for the Chelmsford Public Schools. It is expected that the contracts will be awarded to at least two separate vendors.

Evaluation of Proposals

Minimum Evaluation Criteria

Each proposal shall first be reviewed to determine whether or not the following minimum criteria have been met:

- 1. Completed and signed proposal signature form
- 2. Completed reference list form
- 3. Completed and signed Certificate of Non-Collusion, Tax Compliance form, Conflict of Interest Certification, Certificate of Authority (if the contractor is a corporation), Certificate of Compliance with MGL 151B, and Certificate of Non-Debarment.
- 4. Complete equipment list, including condition of equipment
- 5. Detailed plan of cleaning for all areas specified that includes the number of man hours provided with required efficiency rate, on-site supervision, and verification of work hours
- 6. Employee training program
- 7. Resume of company

Comparative Evaluation Criteria

Each proposal that has met the Minimum Evaluation Criteria shall be rated according to the following Comparative Evaluation Criteria:

Experience of the Contractor:

Highly Advantageous – The Contractor has superior and proven experience in the cleaning of public or private schools at the secondary, university or college level and is able to furnish references of the schools that they are presently cleaning, or have cleaned within the last five years.

Advantageous — Does not meet the criteria for "highly advantageous"; however, the Contractor has engaged in the field of professional cleaning services for five years or a minimum of two years' experience and a demonstrated ability to perform the contracted cleaning services required by these specifications (Demonstrated ability shall be established by current or recent references of professional cleaning jobs similar in size and scope of the work to be performed pursuant to the contract).

Not Advantageous – The Contractor does not have adequate experience in the cleaning of public schools or equivalent and is unable to furnish references.

On Site Supervision:

Highly Advantageous – The Contractor shall provide working supervision and on-the-job training during all working hours to assure superior performance of all work. The supervisor will make sufficient daily routine inspections to ensure that all work is performed as required by these specifications. The Contractor's working supervisor and staff must be literate in the English language because of the necessity to read such things as job instructions, reports, chemical labels, etc. In addition, the working supervisors must have the ability to communicate with all school personnel.

Advantageous — Does not meet the criteria for highly advantageous; however, the Contractor shall provide weekly supervision of employees. The supervisor will make weekly routine inspections to ensure that work is being performed in accordance with these specifications.

Not Advantageous – The Contractor will provide some supervision of employees. The supervisor will make monthly routine inspections to ensure that work is being performed as required by these specifications.

Availability of Staff:

Highly advantageous – The Contractor will have staff available twenty-four hours per day, seven days per week to respond to emergency situations such as flood control or restorative cleaning. All staff will be accessible via cell phone or pager and the Contractor will provide a complete cell phone or pager list to the Director of Facility Services. The Contractor will have a minimum of twenty available personnel, and will utilize fill-in staff in the event of an employee absence.

Advantageous — Does not meet the criteria for "highly advantageous"; however, Contractor will have staff available twenty-four hours per day, seven days per week to respond to emergency situations such as flood control or restorative cleaning. The supervisor will be accessible via cell phone or pager and the Contractor will provide this number to the Director of Facility Services. The Contractor will have up to twenty available personnel and will utilize fill-in staff in the event of any employee absence.

Not Advantageous — The contractor does not have staff available twenty-four hours per day, seven days per week, to respond to emergency situations such as flood control or restorative cleaning. Only the owner or his/her representative is available via cell phone or pager. The Contractor is unable to provide fill-in staff in the event of employee absence.

Verification of Hours Worked:

Highly Advantageous – The Contractor shall submit to the Director of Facility Services weekly, signed timesheets verifying all employee hours worked.

Advantageous – Does not meet the criteria for "highly advantageous"; however, hours worked are summarized in the monthly statement.

Not Advantageous - There is no written record of employee hours worked.

Equipment:

Highly Advantageous – The Contractor shall furnish all supplies and new equipment outlined in this specification subject to the approval of the Director of Facility Services. A complete list of new equipment should be included in the "Non-Price Proposal."

Advantageous: - Does not meet the criteria for "highly advantageous"; however, the Contractor shall furnish all supplies and equipment outlined in this specification in good operating condition subject to the approval of the Director of Facility Services. A complete list of equipment and the equipment's condition should be included in the "Non-Price Proposal."

Not Advantageous – The Contractor is unable to furnish supplies and equipment included in this specification.

Price Proposal Sheet - Year 1

| Chelmsford Public Schools | В | yam | Ce | enter | Harr | ington | Sou | th Row | Mc | Carthy |
|---|---------------------------------------|-----|--------|-------|------|--------|-----|--------|-----------|----------------|
| | | | | | ¢ | | \$ | - | \$ | |
| School Year Cleaning - Per Day Cost: | \$ | - | ې د | - | \$ | | \$ | _ | \$ | |
| X 187 Days: | \$ | - | \$ | - | Ş | - | Ą | | Y | |
| Total Man-Hours Per Day: | | - | | _ | | - | | - | | - |
| Hourly Rate in Accordance with Section 2.1: | \$ | | \$ | | \$ | * | \$ | - | <u>\$</u> | 5 4 |
| Vacation Period Cleaning: | | | | | | | | | _ | |
| December | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| February | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| April | \$ | - | \$ | - | \$ | | \$ | ~ | \$ | - |
| Total Man-Hours Per Day: | · · · · · · · · · · · · · · · · · · · | w | | - | | - | | - | | - |
| Summer Period Cleaning: | ς | | \$ | | \$ | - | \$ | _ | \$ | - |
| Summer retion cleaning. | 7 | | · | | | | | | | |
| Total Man-Hours Per Day: | | - | | - | | | | _ | | - |
| TOTAL YEAR ONE CONTRACT: | \$ | - | \$ | | \$ | - | \$ | - | \$ | - |

| Chelmsford Public Schools | | Parker | Hig | h School | | munity ucation | | nistration ilding | |
|---|----|--------|-----|----------|----|-------------------|----------|----------------------|---|
| | 1 | | | | \$ | | خ - | | |
| School Year Cleaning - Per Day Cost: | \$ | - | \$ | - | - | _ | <u>ب</u> | | |
| X 187 Days: | \$ | - | \$ | - | \$ | - | \$ | - | |
| Total Man-Hours Per Day: | | 10 | | • | | - | | - | |
| Hourly Rate in Accordance with Section 2.1: | \$ | - | \$ | | \$ | - | \$ | | - |
| Vacation Period Cleaning: | | | | | | | 4 | | • |
| December | \$ | | \$ | - | \$ | - | \$ | - | |
| February | \$ | - | \$ | - | \$ | - | \$ | - | |
| April | \$ | - | \$ | - | \$ | - | \$ | - | |
| Total Man-Hours Per Day: | | | | | | | | | - |
| Summer Period Cleaning: | \$ | - | \$ | | \$ | - | \$ | - | *Admin Building to be cleaned daily in the summer |
| Total Man-Hours Per Day: | | - | | - | | | | - | |
| TOTAL YEAR ONE CONTRACT: | \$ | | \$ | - | \$ | - | \$ | - | |

Price Proposal Sheet - Year 2

| Chelmsford Public Schools | В | yam | Ce | enter | Harr | ington | Sou | th Row | Mc | Carthy |
|---|---------|-----|--|-------|------|--------|-----|--------|----|---------|
| School Year Cleaning - Per Day Cost: | \$ | | \$ | _ | \$ | | \$ | ** | \$ | - |
| X 187 Days: | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Total Man-Hours Per Day: | | - | | - | | - | | - | | - |
| Hourly Rate in Accordance with Section 2.1: | \$ | | \$ | | \$ | | \$ | - | \$ | |
| Vacation Period Cleaning: | <u></u> | | | | | | | | | |
| December | \$ | - | \$ | *** | \$ | - | \$ | - | \$ | - |
| February | \$ | - | \$ | - | , \$ | - | \$ | - | \$ | ~ |
| April | \$ | - | \$ | - | \$ | - | \$ | - | \$ | |
| Total Man-Hours Per Day: | | | month of the first of the second of the seco | - | | - | | - | | |
| Summer Period Cleaning: | \$ | - | \$ | _ | \$ | _ | \$ | - | \$ | - |
| Total Man-Hours Per Day: | | - | | - | | - | | - | | |
| TOTAL YEAR TWO CONTRACT: | \$ | - | \$ | _ | \$ | - | \$ | - | \$ | - |

| Chelmsford Public Schools | P | arker | High | school | | munity cation | | nistration ilding | |
|---|----------|-------|------|--------|----|------------------|----|--|--|
| S. L. I.V Changing Day Day Corts | \$ | | \$ | | \$ | - | \$ | | |
| School Year Cleaning - Per Day Cost: | \$ \$ | | \$ | _ | \$ | _ | \$ | - | |
| X 187 Days: | Ş | - | Ą | | 7 | | Ψ | | |
| Total Man-Hours Per Day: | | - | | - | | - | | - | |
| Hourly Rate in Accordance with Section 2.1: | \$ | ~ | \$ | | \$ | _ | \$ | •• ··································· | - |
| Vacation Period Cleaning: | | | | | | | | | - |
| December | \$ | - | \$ | - | \$ | - | \$ | - | |
| February | \$ | - | \$ | - | \$ | - | \$ | - | |
| April | \$ | - | \$ | - | \$ | - | \$ | - | |
| Total Man-Hours Per Day: | | - | | *** | | _ | | - | - |
| Summer Period Cleaning: | \$ | - | \$ | - | \$ | - | \$ | - | *Admin Building to be cleaned daily in the |
| Total Man-Hours Per Day: | | _ | | - | | | | | summer - |
| TOTAL YEAR TWO CONTRACT: | \$ | - | \$ | - | \$ | - | \$ | - | |

Price Proposal Sheet - Year 3

| Chelmsford Public Schools | В | yam | Ce | enter | Har | rington | Sou | th Row | Mc | Carthy |
|---|----|--------------|----|-------|-----|---------|-----|--------|----|--------|
| School Year Cleaning - Per Day Cost: | \$ | - | \$ | _ | \$ | - | \$ | | \$ | _ |
| X 187 Days: | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Total Man-Hours Per Day: | | - | | - | | ~ | | - | | - |
| Hourly Rate in Accordance with Section 2.1: | \$ | | \$ | | \$ | - | \$ | - | \$ | - |
| Vacation Period Cleaning: | | | , | | γ | | | | | |
| December | \$ | . | \$ | - | \$ | | \$ | - | \$ | - |
| February | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| April | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Total Man-Hours Per Day: | | | | | | - | | | | |
| Summer Period Cleaning: | \$ | jur- | \$ | · · | \$ | H | \$ | , | \$ | .=- |
| Total Man-Hours Per Day: | | - | | 9 | | lei | | - | , | - |
| TOTAL YEAR THREE CONTRACT: | \$ | • | \$ | - | \$ | - | \$ | - | \$ | - |

| Chelmsford Public Schools | Р | arker | High | School | | munity cation | | istration ilding | |
|---|----|-------|----------|--------|---------|------------------|-------------|---------------------|--|
| | | | <u> </u> | | ۲. | | ٠ | | |
| School Year Cleaning - Per Day Cost: | \$ | - | \$ | - | \$ • | - | ې د | - | |
| X 187 Days: | \$ | - | \$ | - | \$ | | > | - | |
| Total Man-Hours Per Day: | | - | | - | | - | | | |
| Hourly Rate in Accordance with Section 2.1: | \$ | - | \$ | • | \$ | | \$ | | - |
| Vacation Period Cleaning: | | | | | | | | | - |
| December | \$ | - | \$ | - | \$ | ~ | \$ | - | |
| February | \$ | - | \$ | •• | \$ | - | \$ | - | |
| April | \$ | - | \$ | - | \$ | - | \$ | - | |
| Total Man-Hours Per Day: | | - | | | n | _ | | - | - |
| Summer Period Cleaning: | \$ | - | \$ | | \$ | | \$ | | *Admin Building to b cleaned daily in the |
| Total Man-Hours Per Day: | | _ | | | | | | | summer |
| TOTAL YEAR THREE CONTRACT: | \$ | - | \$ | _ | \$ | - | \$ | - | |

Chelmsford Public School District

CONTRACTED CLEANING SERVICES

NON-PRICE PROPOSAL INFORMATION

Proposers shall submit a company resume including history, organization, headquarters, field offices, size, work force, management structure, employee system, benefits, training programs and union information.

The Proposer shall list the names, addresses, telephone numbers and contact names of at least three (3) clients on the attached form.

| PROPOSER NAME: | | | |
|-----------------------|------|-------|--|
| ADDRESS: | | | |
| | | | |
| | | | |
| TELEPHONE: | FAX: | | |
| | | | |
| AUTHORIZED SIGNATURE: | · . | DATE: | |
| TITLE: | | | |

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the 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.

| Naı | me of Proposer | |
|-----|-------------------|-------|
| Ad | dress of Proposer | |
| Tel | ephone Number | |
| Ву | :(Signature) | - |
| | Printed Name | |
| | Printed Title | |
| | Date | |

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C,§49A, I certify under the penalties of perjury that the Proposer named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

| Nai | ne of Proposer | |
|-----|-------------------|---|
| | | |
| Ado | dress of Proposer | |
| | | *************************************** |
| Tel | ephone Number | |
| | | |
| By: | | |
| • | (Signature) | - |
| | | |
| | Printed Name | |
| | | |
| - | Printed Title | |
| | | |
| | Date | |

CONFLICT OF INTEREST CERTIFICATION

The Proposer hereby certifies that:

- 1. The Proposer has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this RFP.
- 2. No consultant to, or subcontractor for, the Proposer has given, offered, or agreed to give any gift, contribution, or offer of employment to the Proposer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Proposer.
- 3. No person, corporation, or other entity, other than a bona fide full-time employee of the Proposer has been retained or hired to solicit for or in any way assist the Proposer in obtaining a Contract pursuant to this RFP upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Proposer.
- 4. The Proposer understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Proposer and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Proposals.
- 5. The Proposer understands that the Proposer and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

| Na | me of Proposer | |
|-----|-------------------|-------|
| Ad | dress of Proposer | |
| Tel | ephone Number | |
| Ву | :(Signature) | - |
| | Printed Name | |
| | Printed Title | |
| | Date | |

CERTIFICATE OF CORPORATE PROPOSER

| I,Proposer in the attached Proposal F behalf of the Proposer was thenauthorized to sign said Proposal For | , certify that I am thorm; that rm; and that I know hi | he Clerk of the Corporation named as, who signed said Proposal on _ of said Corporation and was duly s/her signature thereto is genuine. |
|---|--|--|
| (Corporate Seal) | | |
| Name of Proposer | | |
| Address of Proposer | | |
| Telephone Number | | |
| By:(Signature) | | |
| Printed Name | | |
| Printed Title | | |
| Date | | |

This Certificate shall be completed where Proposer is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this certificate shall be completed by another officer of the Corporation.

CERTIFICATE OF COMPLIANCE WITH M.G.L. c. 151B

The Proposer hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein. The Proposer also hereby certifies that it shall comply with any and all applicable Supplier Diversity Office (SDO) thresholds that have been established in conjunction with this Request for Proposals.

| Nar | ne of Proposer | |
|-----|-------------------|-------|
| Ado | dress of Proposer | |
| Tel | ephone Number | |
| Ву: | (Signature) | _ |
| | Printed Name | - |
| - | Printed Title | |
| - | Date | |

CERTIFICATE OF NON-DEBARMENT

The Proposer hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Proposer shall inform the District within one (1) business day of such debarment, suspension, or prohibition from practice.

| Naı | me of Proposer | |
|----------|--------------------|------|
| <u> </u> | dress of Proposer | |
| Au | uress of 1 toposer | |
| Tel | ephone Number | |
| By | :(Signature) | - |
| | Printed Name | |
| | Printed Title | |
| | Date | |

REFERENCE LIST FORM

| NAME: |
|-------------------|
| ADDRESS: |
| TELEPHONE NUMBER: |
| CONTACTS: |
| |
| |
| NAME: |
| NAIVIE. |
| ADDRESS: |
| TELEPHONE NUMBER: |
| CONTACTS: |
| |
| |
| NAME: |
| ADDRESS: |
| TELEPHONE NUMBER: |
| CONTACTS |

ANNUAL SCHEDULE

As a point of clarification, the regular cleaning schedule is for 187 days (180 student days and up to 7 additional days around the opening of school, teacher professional days, snow days and at the end of the school year as directed by the Director of Facility Services). The daily, weekly, and monthly schedule will be followed on these days.

SUMMER & 3 VACATION PERIODS (December/February/April)

Annual Summer Cleaning is to be completed on or before August 18th of each calendar year. Chelmsford Public Schools reserves the right to modify this request should the need arise, or if by mutual agreement, the date is changed, all contractual requirements will need to be completed prior to the opening of school. During the Summer, work hours can be adjusted to start/end between 7 a.m. to 11 p.m. with prior approval of the Director of Facility Services. All schools are open during vacation and summer until 11:00 p.m. Summer programs will require daily service and the Contractor will be notified in June as to which locations.

Each school building must be completed and ready for student occupancy by the identified date of August 18th. In the event this requirement is not met the vendor will be fined \$500 per day at each location not in compliance with this specification. It is further understood that the above amount will be deducted from that month's invoice. Chelmsford Public Schools will require a walk-through inspection at each location at that time. Appropriate representatives of the Contractor and CPS administrators will participate in this activity. In the event that any problems are identified the vendor will be granted three (3) working days to resolve such issues.

During these periods, a more intensive cleaning needs to take place. The following are the highlights of what needs to be accomplished during these times (please note that this is not limited to this list, but is provided as a guideline to understand what is expected to be done during these periods).

Windows: Interior windows cleaned during each February and August (2 times).

Note: Interior glass such as glass in doors and glass panels should be cleaned in

accordance with the specifications on a weekly basis.

Carpets: Office carpets spot cleaned during three vacation periods.

Complete/thorough cleaning of carpets in public spaces & classrooms during each

of these periods (3 times).

A complete/thorough cleaning of all carpets during summer vacation.

Floors: During the summer, ALL floors need to be completely stripped and waxed with a

minimum of five (5) coats of floor finish at Parker, McCarthy Middle Schools and

Chelmsford High School.

During the summer, ALL floors need to be completely stripped and waxed with a minimum of four (6) coats of floor finish at Byam, Center, Harrington, South Row Elementary Schools, Community Education Center/CHIPS (Westland's) Schools,

and Central Administration Offices.

Floor Finish must be approved by the Director of Facilities Services, or the Senior

Building Custodian. Finish needs to be a minimum of 25% Solids and have a

minimum Coefficient of Friction of 0.5 when dry. Basis for Spec is CoastAcrylic Plus (Appendix C Floor Finishing Requirements)

During three vacation periods, all main aisles need to be scrubbed with a floor machine and neutral cleaning agent and then have two coats of wax applied. During each vacation break, the contractor will also scrub and refinish approximately one third of the rooms in each building as directed by the Director of Facilities Services.

Monthly Schedule:

Some Monthly scheduled cleaning will take place during these times. (Please refer to cleaning schedule.)

APPENDIX A

Draft Contract for Services

Terms and Conditions

| | This Contract is made this day of, 2025, by and between the | | |
|------|---|--|--|
| Chel | msford Public Schools, 230 North Road, Chelmsford, MA 01824, acting by the | | |
| | msford School Committee (hereinafter the "District"), and | | |
| | organized under the of, with a principal office located at | | |
| laws | of, with a principal office located at | | |
| | , and a Massachusetts office located at | | |
| - | (hereinafter the "Contractor"). | | |
| | The words "he," "him" and "his" in this Contract, as far as they refer to the | | |
| Cont | ractor, shall so refer whether the Contractor is an individual, partnership or | | |
| | oration. All prior contracts, if any exist between the District and the Contractor for | | |
| - | ervices specified herein, are hereby terminated and shall be of no force and effect. | | |
| | | | |
| 1. | Scope | | |
| | In consideration of the obligations begain contained the Contractor shall provide | | |
| | In consideration of the obligations herein contained, the Contractor shall provide | | |
| | cleaning services for the District as stated in the Request for Proposals ("RFP"), issued by the District, which is incorporated herein by reference. | | |
| | issued by the District, which is incorporated herein by reference. | | |
| 2. | Standard of Care | | |
| | | | |
| | The Contractor shall exercise due care and diligence in the rendering of all | | |
| | services under this Contract in accordance with the applicable professional | | |
| | standards in the Eastern Massachusetts area. The Contractor's services shall be | | |
| | performed as expeditiously as is consistent with such standards, with professional | | |
| | skill and care, and with the orderly progress of the work. | | |
| 3. | Term | | |
| | | | |
| | The initial term of this Contract shall be for one (1) year, commencing on July 1, | | |
| | 2025, and ending on June 30, 2026. This Contract may be extended, at the sole | | |
| | discretion of the District, for up to two (2) one (1)-year renewal terms, the first | | |
| | commencing on July 1, 2026, and ending on June 30, 2027, and the second | | |
| | commencing on July 1, 2027, and ending on June 30, 2028. | | |
| 4. | Incorporation of the Request for Proposals/Order of Priority of Contract | | |
| т. | Documents | | |
| | | | |
| | The provisions of the RFP and the Contractor's Proposal are incorporated herein by | | |
| | reference. In the event of any conflict among the Contract Documents, the | | |
| | Documents shall be construed according to the following priorities: | | |
| | Highest Priority: Amondments to Contract (if any) | | |
| | Highest Priority: Amendments to Contract (if any) | | |

Second Priority:

Contract

Third Priority:

Addenda to the RFP (if any)

Fourth Priority:

RFP

Fifth Priority:

Contractor's Proposal.

5. Payment

١

In consideration for performance of the work in accordance with the requirements of this Contract, the District shall pay the Contractor the prices set forth in the Contractor's Proposal, a copy of which is attached hereto and incorporated by reference.

This Contract is a fixed price/fixed rate contract and therefore miscellaneous expenditures associated with the Contractor's work shall not be paid by the District. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the District's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the District.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the District as an invoice and shall specify all services rendered.

Payment will be due thirty (30) calendar days after receipt of the Contractor's invoice by the District for services rendered in accordance with this Contract. The District shall not make payments in advance.

If the District objects to all or part of any invoice, the District shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) calendar days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the District's RFP, the Contractor shall take such measures only with the District's prior written approval. Charges for such services, with no mark-up, shall be billed directly to the District unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the District and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the District to the Contractor shall be deemed to be a waiver of any right of the District under this Contract or a ratification by the District of any breach hereof by the Contractor.

6. Warranty

DELETED/NOT APPLICABLE.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and local law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

1

The Contractor shall provide and maintain throughout the term of this Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles Combined single limit of \$1,000,000.

- d. Excess Liability Insurance, Umbrella Form \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The District shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance (Umbrella Form), and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:
 - "Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) calendar days prior written notice thereof to the named certificate holder and to the District before such cancellation or amendment shall take place."
- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the District at the execution of this Contract. Such certificates shall not merely name the types of policy provided but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the District or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
- h. The Contractor shall also be required to provide to the District with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the District is named as an additional insured on each such policy.
- i. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus line insurer and does not have a current Best's rating of A or better.
- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

9. Indemnification

The Contractor shall compensate the District for all damage to District property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the District and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or local statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the District and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the District, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or local statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it is familiar with all conditions of the RFP and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

In full compliance with the terms of the RFP, the Contractor shall provide a Performance Bond, which is in the amount of one hundred percent (100%) of the Contract Price, to the District.

13. Payment Bond

NOT APPLICABLE.

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the District and not as an employee of the District. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the District, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

15. Use of Alcohol and Controlled Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on District property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the District shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smoke free Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the District.

17. CORI/CHRI/SAFIS Screening of Contractor's Employees

Pursuant to M.G.L. c. 71, §38R and 42 U.S.C. § 16962, each employee of the Contractor who performs services under this Contract shall be subject to Criminal Offender Record Information (CORI) and Criminal History Record Information (CHRI) screening. As part of such comprehensive criminal background screening, each such employee shall be subject to Statewide Applicant Fingerprint Identification Services (SAFIS) screening, as well as to any and all other federal and state statutes, rules, and regulations regarding fingerprinting. No employee of the Contractor shall perform services under this Contract unless he/she has successfully passed all such applicable screening.

18. Delays/Force Majeure

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of performance.

19. Termination

1

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) calendar days of written notice thereof from the District to the Contractor, the District shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) calendar days thereafter, in any event the District may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation of sufficient money to fund this Contract. Should sufficient funding not be appropriated therefor, the District shall no longer be under any obligation to tender performance, including payment, under the terms

of this Contract. In that event, the District may terminate this Contract upon written notice to the Contractor.

- d. The District may terminate this Contract upon written notice to the Contractor if a source of money to fund this Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend this Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The District may also terminate this Contract for convenience upon thirty (30) calendar days' written notice to the Contractor.

In the event of termination, the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19 a. or 19 b. above, the District may make any reasonable purchase or contract to purchase services in substitution for performance due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the District due to non-performance or non-conformance of services, together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Except as otherwise provided in this Contract all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

If to the District:

Superintendent of Schools

Chelmsford Public Schools

230 North Road

Chelmsford, MA 01824

With copies to:

Andrew J. Waugh, Esq.

Murphy, Hesse, Toomey & Lehane, LLP 300 Crown Colony Drive, Suite 410

Quincy, MA 02169

If to the Contractor:

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the District shall constitute a waiver of a right or duty afforded to the District under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the District shall be construed as a waiver or in any way limit the legal or equitable remedies available to the District. No waiver by the District of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing performance under this Contract, report the same to the District in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the District as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the District has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the District vis-à-vis the media or the public at-large without the District's express, written consent in advance.
- g. Prior to commencing performance under this Contract, the Contractor shall furnish the District, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.

- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Proposal was made and submitted in good faith and without collusion or fraud with any 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.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Proposal documents, shall be paid, pursuant to M.G.L. c.149, §\$26-27G, if they are applicable.
- The Contractor shall not discriminate against or exclude any person from 1. participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections

in this Contract, any statutorily-mandated provisions contained herein shall control.

- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the District.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the District shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any prior agreement between the parties in connection with the transaction contemplated.
- r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- s. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- u. This Contract is executed in triplicate as a sealed instrument.

[The remainder of this page is left blank.]

| The Chelmsford Public Schools | |
|--|--|
| | (Printed Name of Contractor) |
| By: The Chelmsford School Committee | By: |
| Dennis King II, Chairman | |
| Maria L. Santos, Vice Chairman | Printed Name |
| Diana M. Lebeaux, Secretary | Printed Title |
| Susan Mackinnon | |
| John Moses | |
| Dated: | Dated: |
| APPROVED AS TO AVAILABILITY | OF APPROPRIATION: |
| In accordance with the requirement certify that an appropriation in the amou | ents of M.G.L. Chapter 44, Section 31, this is to nt of this Contract is available therefor. |
| Accounting Official | Dated: |
| <u>CERTIF</u> | ICATE OF VOTE |
| I,(Clerk/Secretary) | , hereby certify |
| that I am the duly qualified and acting _ | of |
| | (Title) |

| | (Title) |
|--|--|
| (Corporat | ion Name) |
| held on2 | ify that at a meeting of the Directors of said Corporation duly called and 0, at which meeting all Directors were present and voting, the as unanimously passed: |
| VOTED: To aut | horize and empower either |
| (Name) | (Title) |
| | ; or |
| | (Title) |
| (Name) | (Title), |
| Corporation. I, further certify | that the above vote is still in effect on this the day of ot been changed or modified in any respect. |
| | Signature |
| | Printed Name |
| | Printed Title |
| The certification current "certification | a contained hereabove shall be executed by CONTRACTOR or copy of ation of authority to sign for the Corporation" shall be attached.) |

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APPENDIX B

Scope and Frequency of Required Building Cleaning Services

Duties to be Performed

Scope and Frequency of Required Building Cleaning Services Duties to be Performed

| | | Times Per | Times Per |
|-----|---|--------------|-----------------|
| | | DAY | WEEK |
| 1 | Gather all waste and place for disposal | 1 | |
| 2 | Properly sort recyclable material and place in proper containers | 1 | |
| 3 | Sweep and spot mop all stair wells | 1 | |
| 4 | Sweep, dry mop, or vacuum all floor surfaces and spot mop | 1 | <u></u> |
| | Vacuum all carpeted areas, entrance mats, spot wash visible stains | 1 | |
| 5 | | 1 | |
| 6 | Dust all office furniture including desks. Spot clean | 1 | 1 |
| 7 | Dust all other furniture within building. Spot clean | | 1 |
| 8 | Dust all horizontal and vertical surfaces including lockers | 1 | |
| 9 | Dust high ledges, walls, shelves, pipes, vents, louvers, ceilings, dust webs, heating outlets, fire exit signs, and door frames | | 1 |
| 10 | Spot clean all door and interior window glass | 1 | |
| | Disinfect smudges from woodwork, walls, handles, doors switch | | |
| 11 | plates, lockers, tile, intercom phones, kick and push plates | 1 | |
| 12 | Remove Graffiti as needed | 1 | |
| 13 | Spot clean trophy cases, door and partition glass | 1 | |
| | Clean and sanitize rest room fixtures, wash basins, urinals, toilet | | |
| 14 | bowls including underneath and plumbing pipes | 1 | |
| ,,, | Kaivac No Touch Cleaning locker room floors, showers, restroom facilities (excluding lockers) | | 1 |
| 14A | Clean and refill all dispensers, hand towels, toilet paper, soap | 1 | 1 |
| 15 | | 1 | |
| 16 | Spot clean rest room walls, ceilings, partitions, louvers and vents | 1 | |
| 17 | Sweep, wash and disinfect* all rest room floors | | |
| 18 | Clean rest room mirrors, doors, powder shelves, etc. | 1 | 1 |
| 19 | Dust counters, filing cabinets, and spot clean telephones | | 1 |
| 20 | Sweep, wash and disinfect kitchen floors, all locker rooms, | 1 | |
| 20 | shower rooms, and art and pottery rooms | 1 | Weekly/off week |
| 21 | Burnish all corridors, cafes, & faculty room Wet mop corridors, faculty dining rooms, elevator, storage areas, | - | Wedniy/off week |
| 22 | and spot wash spills and stains | 1 | |
| 23 | Empty pencil sharpeners | 1 | |
| 24 | Clean and disinfect drinking fountains | 1 | |
| 24A | Polish stainless-steel drinking fountains | | 1 |
| 25 | Clean all chalk trays | | 1 |
| 26 | Wash all chalkboards or whiteboards in designated areas | | 1 |
| | | 1 | |
| 27 | Wash all cafeteria tables and remove graffiti Machine wash elementary and middle school gymnasium floors 2 | 1 | |
| | times per week during the school year. Wash high school | | |
| 28 | gymnasium floors daily during the school year. | I | 1 |
| | Wash and disinfect all lavatory partitions and walls, shower stalls | | |
| 29 | and locker and shower walls | | 1 |
| | Check auditorium stage (McCarthy & CHS) area and clean as | | 1 |
| 30 | needed | | 1 |

| 31 | Wash and disinfect art classrooms and student cafeteria floors | 1 | |
|----|--|---|------------------|
| 32 | Dust and wash window sills on lower and upper floors | | 1 |
| 33 | Wash floors in custodial closets | | 1 |
| 34 | Sweep and Wash all classroom floors | | 3 Vacation Weeks |
| 35 | Pull out and clean and wash bleachers | | 3 Vacation Weeks |
| 36 | Wash and disinfect bathroom walls and fixtures | | 3 Vacation Weeks |
| 37 | Top scrub and apply 2 coats of floor finish to all resilient floors | | 3 Vacation Weeks |
| 38 | Pressure wash all cafeteria table and legs | | Summer Vacation |
| 39 | Clean all walls and wash all tiled walls | | Summer Vacation |
| 40 | Sweep and Auto scrub gymnasium floors daily | | Summer Vacation |
| 41 | Dust all lighting fixtures, including exposed light bulbs | | Summer Vacation |
| | Completely strip and re-coat all resilient flooring including storage areas with 5 coats of floor finish for McCarthy, Parker and CHS and 6 coats of floor finish for Byam, Center, Harrington, South Row, CommEd/CHIPS, and Central | | Summar Vacation |
| 42 | Administration Offices | | Summer Vacation |
| 43 | Clean and sanitize all furniture | | Summer Vacation |
| 44 | Shampoo all carpeted surfaces | | Summer Vacation |

APPENDIX C

Floor Finishing Requirements

Floor Shipping

Using a powerful product (stripper) and a rotary floor machine, or an autoscrubber with pads or brushes to remove all old layers of finish.

When do you strip the floor?

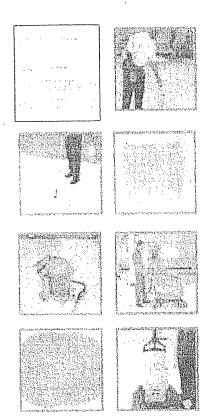
- · When the finish is old or discolored.
- · When the finish is completely worn away in high-traffic areas.
- When the finish is built up around the edges.
- When scrubbing and spray buffing cannot restore it.

Shortoutures:

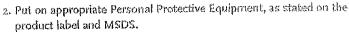
1. Assemble your equipment and supplies.

YOU WILL MEED

- · Any appropriate PPE
- · Wet Floor signs and other blockades
- · 2 mops and buckets with wringers
- Rotary floor machine and wet vac OR Autoscrubber with pad driver
- Green or blue stripping pads or stripping brushes as recommended by tile manufacturer
- · Dust mop
- · Floor scraper or putty knife
- · Floor squeegee
- · Edging tool
- Room divider dams or absorbent material like Zorba[®]
- Wipers
- Floor stripper concentrate



Der Striebung



- · Protect your eyes and skin from stripping solution.
- If strippers come in contact with skin or eyes, refer to the MSDS immediately and act appropriately.



- 3. Post Wet Floor signs and other blockades.
 - · Use several signs to inclicate the floor area being stripped.
 - Rope or tape off area.





- 4. Remove freestanding objects. Vacuum and remove walk-off mats.
 - Get help in lifting larger items.
 - · Set walk-off mats out of the way.





- 5. Dust mop the area.
 - As you dust mop, note any potential problem areas that need additional attention later.
 - + Use a putty knife to remove gum or debris stuck to the floor.
 - . BE CAREFUL: Do not gouge the floor with the putty knife.





- 6. Prepare your stripping solution.
 - Mix stripper according to label directions.
 - · Mix with cool water.

6a. If you are using an autoscrubber, fill with cool water.

Do not add detergent. You will be using the autoscrubber to vinse.

There Stripping.



- Apply foaming stripper to baseboards, if necessary. Prepare to control liquid flow.
 - Allow to work according to label directions.
 - Don't overspray on wallpaper.
 - . When done, rinse and wipe dry.
 - Install door dams or absorbent material like Zorba® to keep stripper from flowing under doorways.



- 8. Liberally apply stripping solution to the floor.
 - . Dip the mop into the stripping solution.
 - Do not wring dry deliver plenty of stripper to the floor.
 - · Outline a 10 x 10 foot (3 x 3 m) or manageable working area.
 - Apply stripper in an overlapping pattern.
 - Get into corners and along edges.
 - · Don't let stripper flow under closed doors or onto nearby carpets.
 - With problem floors grouted tile or heavy buildup you
 may need to work in smaller areas and use a stripping pad or brush.



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- Allow the stripping solution to work on the old finish for the recommended time, according to label directions, before scrubbing.
 - * BE CAREFUL: Do not let the stripper dry on the floor.
 - * Before the floor starts to dry, apply more solution.



10. Use your edging tool to loosen old finish close to the baseboards and in the corners, if necessary.





11. Scrub the floor with the rotary floor machine.

- Scrub after you've given the stripping solution time to work.
- Use an appropriate pad or brush.
- Scrub across the work area. Turn 90 degrees and scrub again.
 This will help you strip uneven floors.



ma. If you are using an autoscrubber:

- Mount blue or green stripping pads or brushes on your autoscrubber for new floors (or as recommended by tile manufacturer).
- Start scrubbing AFTER you've given the stripping solution time to work.
- Make a pass over the stripping solution with:
 - Pads or brushes DOWN and SCRUBBING.
 - Solution valve closed.
 - Squeegee UP.
 - Vacuum OFF.



12. Check your progress.

- · Wipe slurry away from a sample area.
- If the floor underneath doesn't feel sticky, you're ready to rinse.
- If finish remains, apply more stripping solution and increase dwell time. Don't let the floor dry.





13. Rinse the floor with water and pick up the slurry.

- * Use your floor squeegee to manage the slurry.
- . Collect the slurry with a wet vac or mop and bucket.



13a. If using an autoscrubber, scrub with:

- * Brushes or pads DOWN and scrubbing.
- Solution valve open.
- » Squeegee UP.
- Vacuum OFF.

If the floor has excessive buildup, report steps 8-13. Before rinsing the floor, change to clean pads or cinse your brashes.



14. Rinse the floor with clean water BEFORE the floor dries.

- . Use clean, cool rinse water and damp mop with clean rinse water.
- . Mop the floor with a "figure 8" pattern to rinse entire floor.
- Clean your floor squeegee and use it to pull rinse water away from furniture and carpets.



14a. If using an autoscrubber, apply water and scrub to rinse. Scrub with:

- Brushes or pads DOWN and scrubbing.
- « Squeegee DOWN.
- « Vacuum ON.
- * Solution valves OPEN.



15. When the floor is dry, check your work.

- · Be sure that all stripper residue has been removed.
- Be sure to wear safety gloves when checking the floor.
- Run your hand over the floor. If there is residue on your gloves, you must rinse again.
- Continue to rinse until there is no foam in the rinse water and no residue on the floor.



- 16. Clean your equipment and return it to its appropriate area.
 - · Wash and rinse pads, brushes, and squeegee.
 - * Rinse the autoscrubber recovery system and tank.
 - · Rinse under the autoscrubber. Wash stripper off the tires.



- 17. Clean your shoes, clothes, and wash hands.
 - Always remove and launder any soiled clothes.



19.10mm,19.50mm,19.60mm,19.60mm。19.60mm,19.60

IMPORTANT: The floor must now be sealed or finished before traffic is allowed to enter.

- * Stripped floors are sensitive to soils and scratches.
- * Seal the clean surface before new soils can arrive.

- Never use masking tape to mark the edges for stripping. Instead use blue "painter's tape" (or Zorba®) to avoid leaving adhesive on the floor.
- Use an absorbent material (like Zorba) to stop stripping solution from going into unwanted areas.
- When stripping near walls and edges, move the single disc floor machine from right to left to avoid splashing basehoards.
- If stripping solution splashes onto baseboards or kick plates, wipe off immediately with rinse mop or an absorbent cloth to avoid leaving splash marks.
- Use cool water when mixing stripping solution. Hot water increases odor and flashes off key ingredients that emulsify Floor Finish.

IMPORTANT: The floor must now be sealed or finished before traffic is allowed to enter.

- · Stripped floors are sensitive to soils and scratches.
- * Seal the clean surface before new soils can arrive.



Coasterylic Plus High Solids Floor Finish

Floor finish that is specially designed for high traffic areas.

FEATURES

- LOW MAINTENANCE FINISH
- · HIGH SOLIDS
- BURNISHABLE
- · BUILDS GLOSS RAPIDLY
- · DRIES TO A CLEAR FILM
- · REDUCES APPLICATION LABOR

SURFACES

VCT, Terrazzo, Concrete, Marble, Quarry Tile.

DIRECTIONS

Porous floors or high traffic areas - Apply 2 thin coats of floor sealer Apply thin coats of OmniGuard using a clean synthetic mop. Allow floor to dry thoroughly between coats and prior to burnishing. Read all directions and Safety Data Sheet (SDS) before using.



| 10 mm | |
|---|---|
| Арреатапсе | M lky White |
| Viscosity (Brookfield) At 68°F (20°C) | <10 centipo se |
| Coverage Rate | 2500 to 3000 ft²/gal 61 to 74 m2/liter |
| VOC 40 CFR FART 50 SUBPART C | 0.02% |
| Fragrance | No fragrance added |
| Shelf Life ASTM 01791-83 | 1 year |
| Density 45TM 01475-13 | 8.5 ib/gal @ 68°F 1.03 kg/L @ 20°C |
| Detergent Resistance ASTM 03207-17 | Excellent |
| Freeze/Thaw ASTM 03209-93 | Passes 3 cycles |

Available in 2.5 gailons or 55 gailon dru

APPENDIX D

Building Floor Plans

Please contact Joanna Johnson-Collins, Director of Business & Finance, to receive a copy of the building plans.

APPENDIX E

Custodial Cleaning Services: Quality Measurement Process

Custodial Cleaning Services: Quality Measurement Process

Overview:

The formula and template of this worksheet is compatible to the quality measurement system used by both John M. Moran & Associates and Premier Facility Solutions in measuring the service delivery outcome of performance based contract sites.

The worksheet may be used for individual addresses as well as in the global building environment. It is encouraged that both the Contractor and CPS Director of Facility Services conduct weekly reviews of service space utilizing a similar format.

Concept:

The concept of this measurement tool is simple, all environments are considered to be at 100% quality. The type and volume of soil load deducts values depending on which building system it is located.

Soil Types:

There are three unique soil types that comprise the entire soil load that may influence the appearance and condition of any surface detail within a building. These soil types are:

A. Loose Soil

Deduction value of soil = 1 point

B. Adhered Soil

Deduction value of soil = 2 points

C. Impregnated Soil

Deduction value of soil = 3 points

<u>Loose Soil</u>, as its name suggests, is soil that is not attached to a surface and remains in a free state, usually in a solid form, as in litter, dust, lint, chalk, sand, etc. The process for its removal is any simple form of absorption such as an electrostatic cleaning fiber woven cloth, a broom, a dust mop, a vacuum, etc. The soil is usually removed without application of a surfactant or cleaning agent.

Adhered Soil, as its name suggests, is soil that has attached itself to a horizontal or vertical surface material. This soil is usually in a once moist and latter dried appearance. Foods, beverages, prints from oily skin and perspiration, salts and minerals from urine, soap and cleaning product residues, etc. The removal methodology involves the application of a cleaning agent that has a formulation of a surfactant and a suitable Ph. The application will then allow saturation supporting removal by absorption following physical agitation allowing the adhered nature of the soil to dislodge and become trapped in a terry cloth, a scouring pad, etc.

Impregnated Soil is a soil that has completely bonded to a vertical or horizontal surface material and its bond is a result of a transfer of soil or material resulting from friction, scuffing or other significant contact with the surface. Impregnated soils are the most labor intensive to remove and require three steps in removal. The soil material requires application of an appropriate cleaning agent composed of adequate detergency or solvency in a tamed base to penetrate the soil and saturate the bonded location. Following the application of an agent physical agitation that allows for increased heat of the affect area is required this is usually in the form of a floor machine, or scrubber.

The absorption method is usually to remove the material from a moist or wet condition directly to a pad or vacuum tank. Chemicals that allow for the soil to become suspended work best as retrieval through vacuuming is most common.

Soil Load

Soil load or volume of soil present becomes the multiplier of the deduction process. The four soil load volumes are:

| A. None | Surface is free of soil |
|-------------|---|
| B. Trace | Soil present in less than 5% of surface |
| C. Light | Soil present is covering more than 5% less than 15% of surface |
| D. Moderate | Soil present is covering more than 15% but less than 20% of surface |
| E. Heavy | Soil present is covering more than 20% of surface |

Soil Load Multiplier Value:

The soil load multiplier varies among building systems. The following are the common values of soil load utilized.

| Building System | Val <u>None</u> | ue of Mi <u>Trace</u> | _ | for Soil L <u>Medium</u> | |
|--------------------|--------------------|--------------------------|---|-----------------------------|---|
| Ceiling/Lighting | 0 | 1 | 2 | 3 | 4 |
| Walls/Partitions | 0 | 1 | 2 | 3 | 4 |
| Flooring/Decks | 0 | 2 | 3 | 4 | 5 |
| Furniture/Fixtures | 0 | 2 | 3 | 4 | 5 |

Scoring Formula

Soil Type multiplied by Soil Load Multiplier = Surface Deduction (Format Example Attached)

Custodial Cleaning Services Quality Review

| | Building | g Deficie | ency R | eport | | Are | еа Тур | e | | | |
|--|---|---------------------------------------|---|---|---------------------------------------|----------------|---------------------------------------|---------------------------------------|---|----|--|
| Ві | uilding | Floo | or | | Room | ı # | | | Da | te | |
| System | n/Component | Soil 1 | dentif | ication | | | <u>Soil</u> | Load | | | |
| | Score deduction = | 0 | 1 | 2 3 | X | 1 | 2 | 3 | 4 | | |
| C E I L I N G | Ceiling Tiles Tile Grids Air Vents Sprinkler Heads Plumbing Ducts Ledges Light Lens Skylight Fans | | 2 2 2 2 2 2 2 2 2 2 2 | 3 3 3 3 3 3 3 3 3 | x x x x x x x x x x x x x | TTTTTTTTTTT | L L L L L L L L | M M M M M M M M M M M M M M M M M M M | H H H H H H H H | | |
| | | | | | Š | Score | | | 00 = | | |
| | Score deduction = | 0 | 1 | 2 | 3 x | 1 | 2 | 3 | 4 | | |
| W A L L S - P A R T I T | Walls (verticals) Fire Doors Planter Partitions Doors Glass Walls Privacy Partitions Chair Rails Moldings Wall Switch Cove Base Blinds/Dressings Shower Walls | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 | 3 3 3 3 3 3 3 3 3 3 3 3 3 | x x x x x x x x x x x x x x x x x x x | TTTTTTTTTTTTT | L L L L L L L L L L L L L L L L L L L | M M M M M M M M M M M M M M M M M M M | H H H H H H H H H | | |
| I O N | Elevator Panels Chalkboards Whiteboards Bulletin Boards | 1 1 11 | 2 2 2 2 | 3 3 3 3 | X X X | T_ T_ T_ | L_ L_ L_ L | M M M | H H H H | | |

| Score | -100= |
|-------|-------|
| | |

| Syste | m /Component | <u>Soi</u> | l Iden | ificatio | <u>on</u> | | <u>Soil</u> | Load | | |
|--|---|-----------------------|---|---|---------------------------------------|------------------------|---|--|--|---|
| | Score deduction = | 0 | 1 | 2 | 3 x | 2 | 3 | 4 | 5 | |
| F | Entry Mats Door Thresholds | 1 | 22 | 3 | _ x | T T | L L | _ M | H H | |
| L | Elevator Tracks | ¹ | | 3 | X X | T | Ľ | ^{N1} - | H | |
| Õ | Elevator Floor | 1 | 2 | 3 | x | T | L | _ M _ | H | |
| Ο | Stair Treads | 1 | 2 | 3 | X | Τ | L | M | H | _= |
| R | Stair Landings | 1_ | 2 | 3 | X | T | L_ | _ M _ | H | |
| I | Carpeting | [| 2 | 3 | X | T | L | $-\frac{M}{M}$ | H | |
| N | VCT | l | 2 | 3 | X | T T | L L | M | H H | |
| G | Quarry Tile Terrazzo | 1 | 2 | 3 | _ x | T | Ľ | $-\frac{M}{M}$ | —— ¹¹ —— | |
| | Concrete | 1 | $-\frac{2}{2}$ | 3 | — ^ X | T T | | $-\frac{m}{M}$ | ——H | |
| | Stone | | | 3 | X | T | L | _ M | H | |
| | Drains | 1 | 2_ | 33 | x | T | L_ | M_ | H | = |
| | Hardwood | 1 | 2_ | 3 | X | T | L | M | H | |
| | Rubber | 1 | 2 | 3 | X | T | L | _ M _ | H | |
| | | | | | | Score | e | 10 | 0= | |
| | Score deduction = | 0 | 1 | 2 | 3 x | | e3 | 10 4 | 5 | |
| | Score deduction = Shelves | 0 | 1 2 | 2 | 3 x | | 3 L | 4 M | 5 H | == |
| F | Shelves | | 2 2 | 3 3 | | 2 T T | 3 L L | 4 M _ M _ | 5 H H | ======================================= |
| U | Shelves Cabinets File Units | 1 | 2222 | 3 3 3 | x x x | 2 T T T | 3 L L L | 4 M _ _M _ | 5 H_ H H | Marine |
| U R | Shelves Cabinets File Units Lockers | 1 | 2 2 2 2 2 | 3 3 3 3 | x x x | 2 TTTTT | 3 L L L L | 4 M M M | 5 H H H H | |
| U R N | Shelves Cabinets File Units Lockers Tables | 1 | 2 2 2 2 2 2 | 3 3 3 3 3 | x x x x | 2 T T T T T | 3 L L L L | 4 M _ _ M _ _ M _ _ M _ _ M _ | 5 H H H H H | Marine |
| U R N I | Shelves Cabinets File Units Lockers Tables Chairs | 1 | 2 2 2 2 2 2 2 | 3 3 3 3 3 3 | x x x x x | 2 TTTTT | 3 L L L L L | 4 M M M | 5 H H H H | |
| U R N | Shelves Cabinets File Units Lockers Tables | 1 1 1 1 1 | 2 2 2 2 2 2 | 3 3 3 3 3 | x x x x | 2 T T T T T T | 3 L L L L | 4 | 5 H H H H H | |
| U R N I T U R | Shelves Cabinets File Units Lockers Tables Chairs Desk/Stations Stands/Racks Display Cases | 1 1 1 1 1 | 2 2 2 2 2 2 2 2 2 2 2 | 3 3 3 3 3 3 3 3 3 | x x x x x | 2 T T T T T T T T | 3 L L L L L L L L | 4 M M M M M M M M M M M M M M M M M M M | 5 H H H H H H H H H | ======================================= |
| U R N I T | Shelves Cabinets File Units Lockers Tables Chairs Desk/Stations Stands/Racks Display Cases Sofa/Chairs | 1 1 1 1 1 | 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 | 3 3 3 3 3 3 3 3 3 3 | x | 2 T T T T T T T T | 3 L L L L L L L L L L L L L L L L L L L | 4 | 5 H H H H H H H H H H | |
| U R N I T U R E | Shelves Cabinets File Units Lockers Tables Chairs Desk/Stations Stands/Racks Display Cases Sofa/Chairs Wall Hangings | 1 1 1 1 1 | 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 | 3 3 3 3 3 3 3 3 3 3 3 3 | x | 2 T T T T T T T T T | 3 L | 4 | 5 H H H H H H H H H H H | |
| U R N I T U R E | Shelves Cabinets File Units Lockers Tables Chairs Desk/Stations Stands/Racks Display Cases Sofa/Chairs Wall Hangings Wall Fixtures | | 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 | 3 3 3 3 3 3 3 3 3 3 3 3 | X | TTTTTTTTTTTTT_ | 3 L | 4 | 5 H H H H H H H H H H H H H H | |
| U R N I T U R E - F I | Shelves Cabinets File Units Lockers Tables Chairs Desk/Stations Stands/Racks Display Cases Sofa/Chairs Wall Hangings Wall Fixtures Toilets | 1 1 1 1 1 | 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 | 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 | X | 2 T T T T T T T T T T_ | 3 L L L L L L L L L L L L L L L L L L L | 4 | 5 H H H H H H H H H H H H H H H H H H | |
| U R N I T U R E - F I X | Shelves Cabinets File Units Lockers Tables Chairs Desk/Stations Stands/Racks Display Cases Sofa/Chairs Wall Hangings Wall Fixtures Toilets Urinals | | 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 | 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 | x x x x x x x x x x x x x x x x x x x | 2 T T T T T T T T T T_ | 3 L L L L L L L L L L L L L L L L L | 4 | 5 H H H H H H H H H H H H H H H H H H | |
| U R N I T U R E - F I X T | Shelves Cabinets File Units Lockers Tables Chairs Desk/Stations Stands/Racks Display Cases Sofa/Chairs Wall Hangings Wall Fixtures Toilets Urinals Sinks | | 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 | 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 | x x x x x x x x x x x x x x x x x x x | 2 T T T T T T T T T T_ | 3 L L L L L L L L L L L L L L L L L L L | 4 | 5 H H H H H H H H H H H H H H H H H H | |
| U R N I T U R E - F I X | Shelves Cabinets File Units Lockers Tables Chairs Desk/Stations Stands/Racks Display Cases Sofa/Chairs Wall Hangings Wall Fixtures Toilets Urinals | | 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 | 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 | x x x x x x x x x x x x x x x x x x x | 2 T T T T T T T T T T | 3 L L L L L L L L L L L L L L L L L L L | 4 | 5 H H H H H H H H H H H H H H H H H H | |
| U R N I T U R E - F I X T U | Shelves Cabinets File Units Lockers Tables Chairs Desk/Stations Stands/Racks Display Cases Sofa/Chairs Wall Hangings Wall Fixtures Toilets Urinals Sinks Waste Containers | | 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 | 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 | X | 2 T T T T T T T T T T | 3 L L L L L L L L L L L L L L L L L L L | 4 | 5 H H H H H H H H H H H H H H H H H H | |

•

| Area Type | | Score | 100= |
|--------------------|--------------------------------------|-------|------|
| · | Custodial Cleaning Inspection Sum | | |
| Building | | | |
| Floor/Level | | | |
| Address | | | |
| Area Type | | | |
| | | | |
| Ceiling and Lights | % | | |
| Walls/Partitions | % | | |
| Floors | % | | |
| Furniture/Fixtures | % | | |

Date:

Review Score

Reviewed By:

APPENDIX F

Required Equipment List

Required Equipment List

Chelmsford High School

- Rider Scrubber
- Walk Behind Scrubber
- Rider Burnisher
- Walk Behind Burnisher
- Floor Machine
- Wet/Dry Vacuum
- Power Sweeper
- Walk Behind Extractor
- Extractor
- Spotter
- Air Movers
- Upright Vacuum
- Back Pack Vacuum
- Kai-Vac Machine

All Other Elementary and Middle Schools

- Walk Behind Scrubber
- Walk Behind Burnisher
- Burnisher
- Floor Machine
- Wet/Dry Vacuum
- Spotter
- Back Pack Vacuum
- Upright Vacuum
- Kai-Vac Machine

Jay Lang, Ed.D., Superintendent

Memorandum

To: Members of the School Committee

From: Jay Lang, Ed.D., Superintendent of Schools

Date: May 15, 2025

Re: Student Enrollment Update – Kindergarten & Grade 1 Registrations

Attached please find the enrollment figures for incoming Kindergarten students for the 2025/26 school year as of May 13, 2025. I will continue to monitor enrollment at all elementary schools throughout the summer months, with a close eye on Byam and Center to ensure their average class sizes remain within guidelines. I will notify you if we add an additional section of Kindergarten at any elementary school prior to September.

PHONE: 978.251.5100 • FAX 987.251.5110

FY'26 KINDERGARTEN & GRADE ONE ENROLLMENTS

January 28 & 29, 2025 & May 7, 2025

5/13/2025

| KINDERGARTEN | BYAM | CENTER | HARRINGTON | SOUTH ROW | TOTAL |
|------------------------------------|------|--------|------------|-----------|-------|
| January 2025 | | | | | |
| Kindergarten Registration | 56 | 57 | 49 | 47 | 209 |
| Walk-In's | 4 | 5 | 3 | 3 | 15 |
| May 2025 Kindergarten Registration | 4 | 6 | 5 | 2 | 17 |
| Walk-In's | | | | | |
| Differential - CHIPS | 17 | 21 | 22 | 18 | 78 |
| | | | | | |
| Total Kindergarten # in X2 | 81 | 89 | 79 | 70 | 319 |

| GRADE ONE | BYAM | CENTER | HARRINGTON | SOUTH ROW | TOTAL |
|------------------------|------|--------|------------|-----------|-------|
| January 2025 | | | | | |
| Grade One Registration | 0 | 0 | 1 | 1 | 2 |
| Walk-In's | | | | | |
| May 2025 | | | | | |
| Grade One Registration | 1 | 0 | 2 | 0 | 3 |
| Walk-In's | | | | | |
| | | | | | |
| Total Grade One | | | | | 5 |
| | | | | | _ |

Memorandum

To: Jay Lang, Ed.D., Superintendent of Schools

Members of the School Committee

From: Joanna Johnson-Collins, Director of Business & Finance

Date: May 15, 2025

Re: 2025/26 Student Transportation Program Registration Dates & Fees

I am writing to provide an update on student transportation, as the district has implemented changes over the past few years with the goal of improving the experience for students and parents.

RIDER INFORMATION

In a typical year, we transport approximately 3,600 students using 29 buses daily. Most of the busses make three (3) runs each morning and afternoon, with the high school students on the first run, the middle school students on the second run, and the elementary students on the third run. There are also nine (9) late day runs three (3) days a week from mid-October to late May for students who elect to participate in after school activities. Service time begins at 6:30 a.m. and typically ends by 5 p.m.

FEE STRUCTURE

The School Committee is also being asked to approve the bus fee structure for next school year (2025/2026) at the May 20, 2025 school committee meeting, with no changes to the fee structure.

The determination of a fee or no fee to ride the school bus is based on the grade of the student and the mileage between home and school. To summarize:

| GRADE | UNDER TWO MILES | OVER TWO MILES |
|-------|-----------------|----------------|
| K-6 | PAY FEE | NO FEE |
| 7-12 | PAY FEE | PAY FEE |

REGISTER TO RIDE THE BUS

All students are required to register on-line each year if they would like to ride the bus, even if they do not have to pay a fee. We believe that if all students (parents) take the steps to register, this data will allow us to have a more accurate student rider count, be more efficient, and have better on-time performance. The annual registrations are then used to prepare bus routes, bus stop and bus pass information. Several Connect Ed messages are sent to families regarding the on-line bus registration process and on-line payment process (still using MySchoolBucks). The bus registration information is also on the home page and the transportation page of the Chelmsford Public Schools website. The key reminder is that all students must register to ride the bus, even if there is no fee.

PHONE: 978.251.5100 • FAX 987.251.5110

The chart below highlights the bus registrations in a typical school year – referencing 2024/2025 which totaled 3,612 students riding the school bus.

| Registration Period | Dates | # of Riders |
|---------------------|---------------------------|-------------|
| Early Bird | June 1 to June 30 | 2,218 |
| Regular | July 1 to July 31 | 762 |
| Late | August 1 to August 15 | 210 |
| | August 16 to September 6 | 303 |
| | September 7 to January 31 | 90 |
| Half Year | Feb 1 through end of May | 29 |

BUS ROUTE AND BUS PASS INFO

We made some changes beginning in FY18, continuing through FY25. In July of 2017, we hired a full-time Transportation Coordinator, Peter Brekalis, to bring many functions related to transportation planning back to the district, rather than having the bus vendor perform these functions. We also purchased bus scheduling software, Transfinder Routefinder Pro, to assist with these functions. We have been actively working to make Transfinder and X2 (our student records database) compatible to have most information available to parents and staff.

Bus routes were created using the registration data which was then entered into our bus software system. The routing process takes into account bus capacity and on-time performance. Below is a summary of the busses for each school in a typical school year – referencing 2024/2025.

| School | # of Buses | Students | Avg Count |
|---------------------|------------|----------|-----------|
| Byam | 8 | 415 | 52 |
| Center | 7 | 355 | 51 |
| CHS | 24 | 779 | 33 |
| Harrington | 7 | 308 | 44 |
| McCarthy and Parker | 29 | 1,385 | 48 |
| McCarthy | | 697 | |
| Parker | | 688 | |
| South Row | 7 | 370 | 53 |

After the routes were created, bus passes were printed and mailed out to each student who had registered. The first set of bus passes were mailed to home addresses on *August 15, 2024*. Mailings continued daily as we received new bus registrations. Bus passes for kindergarten students were blue this year and all other student bus passes were yellow. The bus pass includes information such as the bus number, bus stop location, and pick-up and drop-off times. This information, by student, is also available in X2 for those who have registered to ride the bus. Plastic bus pass holders are available at the schools for students to receive upon their return to the classrooms.

SUMMARY

Going forward we plan to build on the progress made in FY25 and continue our processes which include:

- 1) Bus routes and bus stops created in-house and bus passes mailed to homes in mid-August.
- 2) Synovia GPS tracking program provided by the bus company to assist in routing issues.
- 3) On-line bus registration for everyone. All students need to register each year if they would like to ride the bus, even if they do not need to pay a fee. Prior to FY18, on-line registration for students in grades K-6 who lived over two miles from the school (no fee) was not required to register. This process limited the accuracy of the student rider count. We believe that if all students take the steps to register, the data will allow us to be more efficient and have better on-time performance.
- 4) Feedback, complaints and concerns are handled in-house and the transportation coordinator continues to work directly with the bus company to resolve issues. While school leadership and staff do assist students, an effort has been made to streamline communication and resolution of complaints or concerns through the Transportation Coordinator who works directly with parents and staff.
- 5) Since school starts August 26 this upcoming school year, the initial route creation will begin in mid-July. After the routes are created, the bus drivers begin driving the routes so the drivers are prepared in advance of the first day of school. Registrations received in August and later will be processed and students will be assigned to existing bus stops for the start of the school year. Additional bus stops and/or route reconfigurations required as a result of late registrations are evaluated on an individual basis.

PHONE: 978.251.5100 • FAX 987.251.5110

Memorandum

To: Jay Lang, Ed.D., Superintendent of Schools

Members of the School Committee

From: Joanna Johnson-Collins, Director of Business & Finance

Date: May 16, 2025

Re: Transportation Fees: 2025/2026 School Year

Each year the school committee votes to establish fees for student transportation. The current student transportation fee structure consists of a \$ 200.00 annual transportation fee per student with a \$ 500.00 family cap. In previous years, a \$ 25.00 "early bird" discount has been authorized for registrations received between June 1 and June 30 preceding the school year when transportation services are sought. During the "early bird" registration period, a \$ 400.00 family cap is provided. Further, a \$ 25.00 late fee is assessed for registrations received after August 1th preceding the school year when transportations services are sought. Finally, a half year registration fee of \$100 applies for registrations after February 1.

I recommend keeping similar date ranges used in prior years associated with the fee structure. These dates allow Early Bird Registration to June 30 to provide families a little extra time registering for the bus. These dates are to encourage families to register in advance of the start of school.

I recommend the school committee adopt the fee structure noted below for the 2025/2026 school year and vote to establish the regular, early, late and half year registration rates as follows:

PHONE: 978.251.5100 • FAX 987.251.5110

<u>Early Registration Period</u> June 1, 2025 – June 30, 2025

Per Student Fee \$175.00 Maximum Family Cap: \$400.00

Regular Registration Period July 1, 2025 – July 31, 2025

Per Student Fee \$200.00 Maximum Family Cap: \$500.00

Late Registration Period August 1, 2025 – January 31, 2026

Per Student Fee \$225.00 Maximum Family Cap: \$500.00

Half Year Registration Period February 1, 2026 –

Per Student Fee \$100.00 Maximum Family Cap: \$500.00

2025-2026 BUS TRANSPORTATION



It's time to register on-line to ride the bus for the 2025/2026 school year using MYSCHOOLBUCKS. Please view the Chelmsford Public School (CPS) website, click the PARENTS TAB, click the TRANSPORTATION option and select HOW TO REGISTER & PAY ONLINE. Student ID number OR Student Date of Birth is needed to register. <u>Please read and follow the directions on how to register and pay online, since MYSCHOOLBUCKS is a newer platform for registering for the bus this year.</u>

EARLY BIRD DISCOUNT UNTIL JUNE 30

Chelmsford Public Schools offers a discount of \$25.00 off of the regular bus fee of \$200.00 per rider if purchased before June 30, 2025. The family cap for this early purchase is \$400.00.

JULY 1 TO JULY 31

Beginning July 1 thru July 31, 2025, the regular bus fee is \$200.00 per rider with a family cap of \$500.00.

AUGUST 1 to JANUARY 31

Beginning August 1, 2025 thru January 31, 2026, the late registration bus fee is \$225.00 per rider with a family cap of \$500.00.

FEBRUARY 1

Beginning February 1, 2026, a half year registration bus fee is \$100.00 per rider with a family cap of \$500.00.

ALL RIDERS MUST REGISTER, EVEN IF THERE IS NO FEE

All current CPS Students and incoming (registered) new students are required to register and pay on-line using MYSCHOOLBUCKS for both registration and payment. Since ALL registrations are on-line and linked to the on-line payment, payments by personal check or cash are not accepted.

All students are required to register every year if they would like to ride the bus, even if they do not need to pay a fee. If all students register to ride the bus, the district has more accurate student/rider data, therefore bus routes may be established with better efficiency and on-time performance. Registering now also helps reduce overcrowding on the buses.

The determination of a fee or no fee is based on the grade of the student and the mileage between home and school. To summarize:

| GRADE | UNDER TWO MILES | OVER TWO MILES | |
|-------|-----------------|----------------|--|
| K-6 | PAY FEE | NO FEE | |
| 7-12 | PAY FEE | PAY FEE | |

Initial bus route creation will be based on student registrations received as of July 31,2025. Students who register to ride the bus on or before July 31,2025 will have their bus pass mailed to their home address on Friday August 15, 2025.

The bus pass will contain the assigned bus number, bus stop location, and estimated pick-up/drop off time. Students who register late to ride the bus on August 1,2025 through August 15,2025 will be assigned an existing bus stop location based upon the initial bus routes created. Additional bus stops may be added, and bus routes may be updated based upon late registrations received, however the initial bus routes for the 2025/2026 school year will be in effect from the start of the school year through mid-September. In the event bus routes are to be changed due to additional stops being added, prior notice shall be provided to families through an email communication and updated route information posted to X2. Students who register after August 15, 2025 will be assigned an existing bus stop location based upon the bus routes created. The review of bus routes for efficiency, including adding/removing bus stop locations is ongoing throughout the school year. If and when modifications to existing routes are made, prior notice of route adjustments shall be provided to families through an e-mail communication and updated route information posted to X2.

A student may also be eligible to have their bus fee waived if they are approved by the state for free and reduced lunch. If you feel you may be eligible for a fee waiver, please register for the bus on MySchoolBucks and select from the dropdown box option (per student), "Seeking Financial Assistance". Once approved by the state, please provide the award letter (to the email address below) to receive a bus pass. If not approved by the state, the bus fee will be the current rate at the time of the notification to the CPS Transportation Coordinator.

Any student that will be using an alternate address from the home address (such as a daycare address) MUST e-mail CPS transportation at the email address below. As with prior years, alternate addresses must be for five (5) days per week. This information must be supplied every year. All student addresses are reset to the home address every school year.

Please contact Peter Brekalis, CPS Transportation Coordinator, at brekalisp@chelmsford.k12.ma.us or (978)-251-5100 x 6942. Additional information may also be viewed in the frequently asked questions section of the CPS website. To access the website, click the PARENTS TAB, then click the TRANSPORTATION option. Please call MySchoolBucks directly at 855-832-5226 for assistance if you encounter trouble processing your on-line registration using the MySchoolBucks product.

ALL BUS PASSES WILL BE MAILED HOME IN AUGUST BEFORE SCHOOL BEGINS

Jay Lang, Ed.D., Superintendent

Memorandum

To: Members of the School Committee

From: Jay Lang, Ed.D., Superintendent of Schools

Date: May 15, 2025

Re: Parker Middle School MSBA Project - OPM Approval Letter

On Monday May 12, 2025, the Town of Chelmsford's recommendation for LeftField to serve as the Owner's Project Manger (OPM) for the Parker Middle School building project was presented to the Massachusetts School Building Authority (MSBA) OPM Review Panel for consideration. Following the meeting, the Town received approval for LeftField to serve as the OPM and for the Town to execute a contract for the prescribed services to be performed. A copy of the approval letter from the MSBA is attached.

Following contract execution, LeftField shall submit a draft Request for Services (RFS) for Design Services to the MSBA to review and approve. The next step in the process, now that LeftField is on-board as the OPM, is to select a Design Firm for the project and begin the feasibility study of the three (3) approved design enrollments.

PHONE: 978.251.5100 • FAX 987.251.5110

Deborah B. Goldberg *Chair. State Treasurer*

James A. MacDonald Chief Executive Officer **Mary L. Pichetti** *Executive Director / Deputy CEO*

May 14, 2025

Mr. Paul E. Cohen, Chelmsford Town Manager Town Offices 50 Billerica Road Chelmsford, MA 01824

Re: Town of Chelmsford, Owner's Project Manager Approval Letter

Dear Mr. Cohen,

Pursuant to the provisions of M.G.L. C. 149, s. 44A ½ and 963 CMR 2.11, the Town of Chelmsford (the "Town") is required to procure the services of an Owner's Project Manager (the "OPM") for the Colonel Moses Parker Middle School project using a qualifications-based selection process. As required by 963 CMR 2.11 (3), the Town has certified in writing to the Massachusetts school building authority (the "MSBA") that it has used a qualifications-based selection process that complies with Massachusetts law. Pursuant to 963 CMR 2.11 (2) and M.G.L. C. 70B, s. 2, the Town has requested in writing that the MSBA approve its selection of LeftField, LLC as the OPM for the Colonel Moses Parker Middle School project.

The MSBA has reviewed the information submitted by the Town in support of its selection of LeftField, LLC. Based upon the information provided by the Town, the MSBA hereby approves its selection of LeftField, LLC for the Colonel Moses Parker Middle School project and to the key personnel and consultants identified by LeftField, LLC in the proposal that was submitted to the Town, reviewed by the MSBA and presented to the MSBA's Owner's Project Manager Review Panel on May 12, 2025. The MSBA's approval is specific to LeftField, LLC and to the key personnel identified by LeftField, LLC in the proposal that was submitted and reviewed by the MSBA. Pursuant to the provisions of 963 CMR 2.11 (4) and the applicable requirements of any agreements between the MSBA and the Town, any change in the OPM or its key personnel, as described in the attached organizational chart, must be approved in writing by the Town and the MSBA. The MSBA's approval is also based upon the Town's representation that the Eligible Applicant for the Town has designated Dr. Jay Lang, Superintendent, as the individual who shall have the authority to act on behalf of the Owner, under its contract with the OPM, and who shall be responsible for day-to-day communication between the owner and the OPM. Any change in this designation must be approved in writing by the MSBA.

Please note the MSBA's approval of the Town's selection is subject to the provisions of 963 CMR 2.11 which, among other things, allows the MSBA to rescind its Approval and/or to direct the removal of the OPM under certain circumstances. The MSBA retains the right to rescind its approval of the Town's selection of LeftField, LLC and to deny and/or recoup reimbursement for

Page 2 May 14, 2025

Chelmsford, Colonel Moses Parker Middle School, OPM Approval Letter expenditures or costs related to the OPM services if LeftField, LLC does not perform its services to the satisfaction of the MSBA. The MSBA's approval is further subject to the execution of a contract between the Town and LeftField, LLC in a format that is satisfactory to the MSBA, utilizing any standard contracts, forms, and provisions that the MSBA may require, including the completed MSBA system access request form which is described below. Please forward a hard copy and an electronic copy of the fully executed contract between the Town and LeftField, LLC to **Nina Bordeaux**, **Senior Project Coordinator**, at the MSBA by May 28, 2025.

It will be the Town's responsibility to monitor the performance of LeftField LLC to ensure that they perform their obligations in a satisfactory manner, and to enforce the provisions of its contract with LeftField, LLC. Among obligations of the OPM that are detailed within the MSBA's standard contract is the requirement for the OPM to submit monthly reports to the MSBA. The OPM shall submit to the Town no later than the twelfth day of each calendar month. The OPM shall begin submitting monthly progress reports on the first reporting date following the month in which the OPM receives an approval letter from the Town. The Town shall verify that the OPM submits its monthly reports on time and in the form and manner determined by the MSBA. OPM reports shall be submitted to the MSBA by the OPM using the MSBA's online OPM Report System. In order to activate and use this system, the Town must complete and submit the attached MSBA System Access Request form. The completed form must be delivered to **Nina Bordeaux**, **Senior Project Coordinator**, at the MSBA by May 28, 2025.

The Town must comply with all provisions of law and all conditions imposed by any agreements executed between the MSBA and the Town, including, but not limited to, a Feasibility Study Agreement, a Project Scope and Budget Agreement, and a Project Funding Agreement, related to the provision of services by an OPM. The MSBA maintains its right to withhold reimbursement of costs and expenditures associated with OPM services if the Town fails to comply with the applicable terms and conditions of its agreements with the MSBA or any administrative directives issued by the MSBA, now in effect or hereafter promulgated. The MSBA's decision to approve the Town's selection of an OPM, to approve changes in the OPM, or its key personnel, or decline to exercise any of its rights in relation to the selection or performance of the OPM, shall not be construed as a waiver of the MSBA's right to review, audit, and disallow costs incurred by the Town in relation to OPM services, to withhold reimbursement, or to take any other actions available to the MSBA under the law or under its agreements with the Town.

The MSBA shall bear no liability of any kind whatsoever for any claims directly or indirectly occurring out of the MSBA's approval of the Town's selection of the OPM, the MSBA's approval or non-approval of changes in the OPM or its key personnel, the MSBA's decision to rescind its approval or to direct the removal of an OPM, or any other alleged acts or omissions on the part of the MSBA related to the selection, performance, acts or omissions of the Owner's Project Manager.

If you have any questions, please do not hesitate to contact me or Nina Bordeaux (Nina.Bordeaux@massschoolbuildings.org) at 617-720-5264.

Sincerely,

Page 3 May 14, 2025

Chelmsford, Colonel Moses Parker Middle School, OPM Approval Letter

Michael P McDul

Michael McGurl Director of Capital Planning

Attachments:

LeftField, LLC Project Team Organizational Chart OPM System Access Request Form – OPM Report System User

Cc: Legislative Delegation

Pat Wojtas, Chair, Chelmsford Select Board Joanna Johnson-Collins, Director of Business and Finance, Town of Chelmsford Dennis F. King II, Chair, Chelmsford School Committee Jay Lang, Ed. D., Superintendent, Chelmsford Public Schools

Jim Rogers, Owner's Project Manager, LeftField, LLC David Saindon, Owner's Project Manager, LeftField, LLC Hamdi Cobanoglu, Owner's Project Manager, LeftField, LLC

File: 10.2 Letters (Region 4)

Memorandum

To: Jay Lang, Ed.D., Superintendent

Members of the School Committee

From: Joanna Johnson-Collins, Director of Business & Finance

Date: May 16, 2025

Re: FY2025 Recommended One-Time Budget Expenditures

As reported in our quarterly financial reports, associated narratives, and the FY2025 budget projection summary presented March 25, 2025, we are favorable in several categories. Due to favorable variances in these categories, we have included recommendations to apply some of the savings to one-time purchases and associated FY2025 budget transfers.

As discussed at the March 25, 2025 and the May 6, 2025 regular meetings of the school committee, the initial and second list of recommended one-time expenditures was presented and approved by the committee along with the associated FY2025 budget transfers totaling \$ 708,026 and \$ 270,409 respectively. The one-time expense recommendations are limited to equipment, supplies and/or projects that do not have recurring costs in future fiscal years. Attached please find a third recommended list of one-time purchase recommendations and the associated DESE function code category for each item, as we have had the opportunity to review additional projects, quotes and availability of items since the May 6, 2025 meeting. This third recommended list totals \$ 400,254. FY2025 local budget transfers would be required for a subset of the items listed. Some of the items listed would not require a budget transfer since the category has funds available.

As we have presented in prior years, the Superintendent is recommending a multi-phased approach to best manage the anticipated available funds at fiscal year-end; a combination of one-time purchases and pre-paying out-of-district tuitions to offset FY2026 tuitions.

Attached please find the third list of recommended one-time expenditures for your review and consideration.

PHONE: 978.251.5100 • FAX 987.251.5110

Thank you for the opportunity to provide this update.

FY2025 One-Time Purchase Recommendations

| | | | | FY25 Budget Transfer | | | - |
|----------|---|--------------------------|-----------------------------------|------------------------|-------|------------------------|-----|
| Amount | Description | School | Contact | From DESE Category | | To DESE Category | |
| | Purchase and install new furniture for library (57242), paint (3500), | | Jason Fredette / Bill | Human Resources & | 1420/ | | |
| \$ 73,23 | 5 lighting (1755), electrical (4400), mobile bookshelf rental (6388) | Byam Elementary School | Silver | Library/Media Center | 2340 | Maint of Bldgs/Grounds | 421 |
| | Refurbish Athletic Trainer Room with new flooring (27271) and electrical | | Dan Hart / Brian | | | | |
| \$ 30,50 | 6 upgrades (3235) | Chelmsford High School | Curley | Classroom Teachers | 2505 | Maint of Bldgs/Grounds | 421 |
| \$ 45,00 | 0 Paint metal on exterior of high school | Chelmsford High School | Brian Curley | Paraprofessionals | 2330 | Maint of Bldgs/Grounds | 421 |
| | Purchase countertops, sinks & cabinets for PAVE classroom kitchen | | Steve Murray / Shawna Motram / | | | | |
| | 0 (24656), tables & chairs (1964), abate area (12,600) & monitoring (7850) | Chelmsford High School | Brian Curley | Professional Dev | | Maint of Bldgs/Grounds | 421 |
| | Purchase Boys Soccer Uniforms (100 pieces) | Chelmsford High School | Dan Hart | Specialist Teachers | | Athletic Services | 351 |
| • | Purchase Girls Soccer Uniforms (100 pieces) | Chelmsford High School | Dan Hart | Specialist Teachers | 2310 | Athletic Services | 351 |
| 8,71 | Purchase Boys Lacrosse Uniforms (128 pieces) | Chelmsford High School | Dan Hart | Specialist Teachers | 2310 | Athletic Services | 351 |
| 25,40 | Mat Basket Portable Storage Carts for Cheer and Wrestling Mats | Chelmsford High School | Dan Hart | Specialist Teachers | 2310 | Athletic Services | 351 |
| 5,83 | 4 Gym Banner Art (Above Bleachers) - 4 signs | Chelmsford High School | Dan Hart | Specialist Teachers | 2310 | Athletic Services | 351 |
| 3 13,66 | 5 Championship Banner Replacement | Chelmsford High School | Dan Hart | Specialist Teachers | 2310 | Athletic Services | 351 |
| 12,93 | 4 All Ball Pro Bounce Wall (For Lacrosse/Soccer) Elite XLPortable (4) | Chelmsford High School | Dan Hart | Specialist Teachers | 2310 | Athletic Services | 351 |
| 5,85 | 0 Laundry Room Repair and add washer / dryer hookups | Chelmsford High School | Dan Hart / Brian Curley | Specialist Teachers | 2310 | Maint of Bldgs/Grounds | 421 |
| 6,00 | O Provide on-site roll off dumpsters for project debris (mulitiple projects) | Districtwide | Brian Curley | Instructional Software | 2455 | Capital Land & Bldgs | 720 |
| \$ 42,11 | 5 Purchase height adjusters for 8 basketball hoops at 4 elem schools | Districtwide | Katie Simes | Instructional Software | 2455 | Instructional Equip | 242 |
| \$ 12,50 | Upgrade electrical for height adjusters for basketball hoops at 4 elem oschools | Districtwide | Katie Simes / Brian Curley | Instructional Software | 2455 | Maint of Bldgs/Grounds | 421 |
| \$ 7,76 | Install full wall between School Resource Officer area and Main Office | McCarthy Middle School | Jeff Parks / Brian Curley | Classroom Teachers | | Maint of Bldgs/Grounds | 421 |
| \$ 10,84 | 1 Purchase scoreboard for gym | McCarthy Middle School | Dan Hart | Specialist Teachers | 2310 | Athletic Services | 351 |
| \$ 10,43 | Purchase scoreboard for gym | Parker Middle School | Dan Hart | Specialist Teachers | 2310 | Athletic Services | 351 |
| \$ 19,04 | 7 Install air conditioning in teacher's lounge / room | Parker Middle School | Joshua Blagg/Brian Curley | Legal Svcs | 1430 | Maint of Bldgs/Grounds | 421 |
| \$ 13,90 | 0 Install raised round stair tread/risers at the Community Ed/Chips bldg | Westlands / Community Ed | Brian Curley | Human Resources | 1420 | Maint of Bldgs/Grounds | 421 |
| 400,25 | 4 TOTAL Recommended One-Time Purchases 5.20.2025 | | | | | • | |

Memorandum

To: Jay Lang, Ed.D., Superintendent of Schools

Members of the School Committee

From: Joanna Johnson-Collins, Director of Business & Finance

Date: May 16, 2025

Re: FY2025 Recommended Budget Transfers

Included in the school committee packet is a summary of one-time purchase recommendations and the associated DESE function code category for each item. FY2025 local budget transfers would be required for a subset of the items listed. Some of the items listed would not require a budget transfer since the category has funds available.

The chart below identifies the DESE function code category to be used in the recommended budget transfers. These categories are also noted next to each one-time purchase recommendation on the right-hand side of the report that is within this school committee packet. Some of the budget transfers will affect multiple account numbers within the DESE category. Rather than list all the detailed account numbers (by school or department) the chart notes the beginning of the DESE category followed by "XXXX".

| From | | То | | Amount |
|----------------|------------------------|----------------|------------------------|---------|
| 12455500-54000 | Instructional Software | 12420X74-58510 | Instructional Equip | 42,115 |
| | | | | |
| 12340200-5105X | Library/Media Center | | | |
| 12305XXX-51050 | Classroom Teachers | | | |
| 12310XXX-510XX | Specialist Teachers | | | |
| 12357000-53170 | Professional Dev | | | |
| 12455000-54000 | Instructional Software | | | |
| 11430000-53040 | Legal Svcs | | | |
| 12330XXX-51060 | Paraprofessionals | | | |
| 11420000-53990 | Human Resources | 14210000-59238 | Maint of Bldgs/Grounds | 254,868 |
| | | | | |
| 12310XXX-510XX | Specialist Teachers | 13510100-5XXXX | Athletic Services | 97,271 |
| | | | | |
| 12455000-54000 | Instructional Software | 17200000-57800 | Capital Land & Bldgs | 6,000 |
| | | | Total | 400,254 |

I recommend the school committee vote at the regular school committee meeting on May 20, 2025 to approve these FY2025 local operating budget transfers totaling \$ 400,254 for the Chelmsford Public Schools as presented. This budget transfer is shifting from eight (8) DESE categories that are favorable to four (4) DESE categories where the items should be purchased.

PHONE: 978.251.5100 • FAX 987.251.5110

The Special Education Out of District (OOD) Tuitions Category of the FY2025 local operating budget is also favorable, primarily due to prepaying FY2025 OOD tuitions at the end of FY2024. The DESE category is favorable by \$ 1,360,142 after the journal entry to reflect the special education circuit breaker offset of \$ 2,505,762. This action maintains the maximum reserve amount of \$ 3,557,051 in the circuit breaker revolving fund (one year of circuit breaker revenue). Since this DESE category remains favorable, the recommendation is to prepay FY2026 Special Education OOD Tuitions up to \$ 1,885,000.

| From DESE | | To DESE | | |
|-----------|------------------------------|---------|--------------------------------|-----------|
| Code | | Code | | Amount |
| | | | Prepaid OOD Tuitions (separate | |
| 9300 | OOD Tuitions | 9300 | account # within the category) | 1,360,142 |
| | | | | |
| 4400 | Computer Services | | | |
| 2451 | Instructional Technology | | | |
| 1430 | Legal Svcs | | | |
| 2320 | Medical / Therapeutic | | | |
| 2210 | School Leadership | | | |
| 2357 | Professional Dev | | | |
| 2415 | Other Instructional Material | | | |
| 2440 | Other Instructional Svcs | | | |
| 2710 | Guidance | | | |
| 3200 | Medical / Health Svcs | | | |
| 3400 | Food Svcs | | | |
| 4110-4130 | Custodial & Utility Svcs | | | |
| 5150 | Employee Separation Costs | 9300 | Prepaid OOD Tuitions | 524,858 |
| | | | Total | 1,885,000 |

Suggested Motion:

I recommend the school committee vote at the regular school committee meeting on May 20, 2025 to approve this FY2025 local operating budget transfer totaling up to \$ 1,885,000 to fund Prepaid OOD tuitions for the Chelmsford Public Schools.

Thank you for your consideration in approving these budget transfers.

Memorandum

To: Jay Lang, Ed.D., Superintendent of Schools

Members of the School Committee

From: Joanna Johnson-Collins, Director of Business & Finance

Date: May 15, 2025

Re: School Committee Accounts Payable Warrant Signing Schedule for FY2026

The FY2026 Accounts Payable Warrant signing schedule is attached for your review. I would like to thank the committee members for reviewing the accounts payable warrant on a bi-weekly basis throughout the year.

PHONE: 978.251.5100 • FAX 987.251.5110

CHELMSFORD PUBLIC SCHOOLS SCHOOL COMMITTEE SCHEDULE FY26 ACCOUNTS PAYABLE WARRANT SIGNING DATES

AVAILABLE HOURS 8:00 AM TO 4:00 PM

| Friday | Friday | Friday | Friday |
|--------------------|--------------------|----------------------|----------------------|
| July 11, 2025 | August 08, 2025 | September 05, 2025 | October 03, 2025 |
| July 25, 2025 | August 22, 2025 | September 19, 2025 | October 17, 2025 |
| , | | | October 31, 2025 |
| Dennis King | Susan Mackinnon | Dennis King | |
| Diana Lebeaux | John Moses | Diana Lebeaux | Diana Lebeaux |
| Susan Mackinnon | Maria Santos | Maria Santos | Susan Mackinnon |
| | | | John Moses |
| Alt: John Moses | Alt: Dennis King | Alt: Susan Mackinnon | |
| Maria Santos | Diana Lebeaux | John Moses | Alt: Dennis King |
| | | | Maria Santos |
| | | | |
| Friday | Friday | Friday | Friday |
| November 14, 2025 | December 12, 2025 | January 09, 2026 | February 06, 2026 |
| Wednesday | December 26, 2025 | January 23, 2026 | February 20, 2026 |
| November 26, 2025 | | | |
| | Dennis King | Susan Mackinnon | Dennis King |
| Dennis King | Diana Lebeaux | John Moses | Diana Lebeaux |
| John Moses | Susan Mackinnon | Maria Santos | John Moses |
| Maria Santos | 41. 7.1. 7.5 | 41. 5 | |
| A1. D1 T 1 | Alt: John Moses | Alt: Dennis King | Alt: Susan Mackinnon |
| Alt: Diana Lebeaux | Maria Santos | Diana Lebeaux | Maria Santos |
| Susan Mackinnon | | | |
| | | | |
| Friday | Friday | Friday | Friday |
| March 06, 2026 | April 03, 2026 | May 01, 2026 | June 12, 2026 |
| March 20, 2026 | April 17, 2026 | May 15, 2026 | June 26, 2026 |
| | • • | May 29, 2026 | , |
| Diana Lebeaux | Dennis King | | Susan Mackinnon |
| Susan Mackinnon | Susan Mackinnon | Dennis King | John Moses |
| Maria Santos | John Moses | Diana Lebeaux | Maria Santos |
| | | Maria Santos | |
| Alt: Dennis King | Alt: Diana Lebeaux | | Alt: Dennis King |
| John Moses | Maria Santos | Alt: Susan Mackinnon | Diana Lebeaux |
| | | John Moses | |
| | | | |

Office of Human Resources 230 North Road, Chelmsford, MA 01824 Telephone: (978) 251-5110 Fax: (978) 251-5110

To: Dr. Jay Lang, Superintendent of Schools

From: Robyn Corbett, Executive Assistant to the Superintendent

Date: May 14, 2025

Re: Personnel Report – April 2025

Please see the attached Personnel Report which includes retirements, resignations, new hires and assignment changes. Thank you for sharing this report with members of the Chelmsford School Committee.

Personnel Report – April 2025

New Hires

Agrawal, Sweety

Interim Paraprofessional
Harrington Elementary School

Effective date: 4/28/25

Branco, Kevin

Supervisor of Students
McCarthy Middle School
Effective date: 8/25/25

Cote, Macayla

ABA Paraprofessional
South Elementary School
Effective date: 5/5/25

Fagundes, Grace

Math Teacher Chelmsford High School Effective date: 8/25/25

Ferreira, Kayleigh

Interim ABA Paraprofessional Byam Elementary School Effective date: 4/16/2025

Hogan, Lindsay

Interim ABA Paraprofessional Byam Elementary School Effective date: 4/28/25

Kalabokis, George

Paraprofessional
Harrington Elementary School
Effective date: 4/14/25

Khemmalay, Alina

Interim ABA Paraprofessional Byam Elementary School Effective date: 4/28/25

Mackler, Hayley

Grade 7 Math Teacher McCarthy Middle School

Effective date: 8/25/25

Picucci, Angelica

Paraprofessional Parker Middle School

Effective date: 4/28/2025

Ricciardi, Jason

ABA Paraprofessional Byam Elementary School

Effective date: 5/5/25

Tang, Josh

Technology Engineering Teacher Chelmsford High School

Effective date: 8/25/25

Resignations:

Howard, Kerry

Paraprofessional

Parker Middle School

Effective date: 4/17/25

Mescall, Grace

Paraprofessional

Harrington Elementary School

Effective date: 4/11/25

Morse, Ceara

Paraprofessional

Parker Middle School

Effective date: 4/17/25

Retirements:

Assignment Changes:

Karacek, Stacey (formerly Interim Grade 8 Math Teacher at McCarthy Middle School)

Grade 8 Math Teacher McCarthy Middle School

Effective date: 8/25/25

Dantas, Donna (formerly Financial Analyst)

Assistant School Business Administrator

Central Office

Effective date: 5/12/25

Orfanedes, Maura (formerly Clinical Psychologist at Parker Middle School)

Clinical Psychologist

Chelmsford High School

Effective date: 8/25/25

Sylvester, Nicole (formerly Interim Special Ed. Chairperson for Chelmsford Public Schools)

Special Education Chairperson

Chelmsford Public Schools

Effective date: 7/1/25

Vandevoordt, Shannon (formerly Registered School Nurse at South Row Elementary School)

Registered School Nurse

Chelmsford High School

Effective date: 8/25/25

Approval of Field Trip Requests

1.) Chelmsford High School

Class of 2026 Officers

Visit to Potential Prom Locations/Sites/Venues

June 2, 2024

New Hampshire

| FIELD TRIP APPLICATION FORM |
|--|
| CHELMSFORD PUBLIC SCHOOLS Teacher Sub(s) Needed: YES NO |
| cc: April Laskey, Food Service Director 09/13 |
| 230 North Road, Chelmsford, MA 01824 — Half Day Sub(s) ——————————————————————————————————— |
| 1 House (070) 201 0100 |
| Please fill out application form completely. Please print. * Apply for only one trip per form. |
| School Requesting Permission:X_CHS PARKER McCARTHY COMM.ED |
| BYAMCENTER HARRINGTONSOUTH ROW |
| Day(s) of Week for Trip: MONX_ TUE WED THR FRI SAT SUN |
| Trip Date: 6 / 2 / 25 If Overnight Trip, Return Date:/ |
| Faculty Trip Sponsor: Kathryn SulliVan/KathrynCell Phone: (978)501-0712 |
| Faculty Trip Sponsor: Kathryn Sullivan Kathryn Cell Phone: (978) 501-071) Grade, Group, Class(es) or Course(es): (1465 of 15036) |
| Total Number of Students: Number of Male Number of Female/_ |
| Number of Students Assigned Per Chaperone: |
| Total Number of Chaperones: 2 Number of Male Number of Female Number of Fe |
| Faculty/Chaperones (Names): Kathryn Sullivan Kathryn Laflamme Cell Phone #: (978) 50 +07/ |
| Faculty/Chaperone with Epi-Pen Designation (Name): Kathryn LaFlamme |
| Is a Nurse Needed? Yes No |
| Prior to booking a field trip, speak to your building school nurse to evaluate if there are individuals with special or medical needs participating in this trip. If yes, the nurse will need to evaluate whether a parent, staff member, or nurse will be required to attend the trip with student. |
| |
| Reviewed by: |
| Signature of School Nurse Sheba Mach BSN EN |
| Event:/Purpose of the Trip: |
| Looking at potential prom venues |
| Curriculum Standard Addressed by Trip (Reason for the Trip) |
| Destination: Atkinson CC + Sulphass (603) 362-8700, Costs 412-586 |

| Facility Street Address | | City | | State |
|--|--|--|--------------------------------------|--------------------------------|
| Estimated Leave Time: 7:30 | | | | |
| No. of Regular School Buses | Needed:_ <i></i> No | . of Wheel Chair Acc | essible Buses | Needed: |
| District Transportation Department w from school takes precedent over an you will receive a quoted price and buses are needed, what are your alto (Changes in plans must be re | y other field trip trar written confirmatic ernate transportatio | nsportation request. After on from the Transportation arrangements? | your bus request on Department If | is processed, no Chelmsford |
| Bus Pick-Up Location (be sp | ecific) <i>NIA</i> | , | | |
| Equipment Space Needed (su | ch as music instrui | ments): Yes NO_ | | |
| Equipment: Please indicate if bus space is need secured, must not obstruct the vision | ded for equipment. of the bus driver, a | All equipment (athletic, n nd the bus aisle must be | nusic, or luggage kept clear. |) must be |
| Meal Plans: | | | | |
| | TRIP CO | ST/FUNDIN | <u>G</u> | |
| Price per Bus: \$ | Total Cost of | Bus Transportation | 1\$ | |
| | | Total Price of event | t \$ <i>O</i> | |
| Additional | Costs | | _\$ | |
| | | Total Cost of Trip | \$ | |
| School/Org. to pay for: | | | \$_ | 0 |
| Student paying \$ | per perso | on for: | \$ | <i>D</i> |
| Please list any other circumsta | ances that may a | iffect the trip: | | |
| Submitted by: | | | | |
| Signature of Trip Sponsor | Date 5/ | 15/25 | | |
| Approved by: Jun | 1 5/15/ | 25 | My ! | 576.2x |
| Signature of Dept. Head/Coordinator | Date | Signature of Building Pr | incipal | Date |

If an overnight trip, attach an itinerary and lodging information complete with name, location, & phone numb

Sai Bezawada Cody Distasi Ryan Gomes Ava Sak

4