


**Memorandum
Belmont Public Schools**

To: Pat Aubin

From: Gerry Missal, MCPPO 

Re: Award Contract for Custodial Cleaning

Date: March 11, 2009

At 2:00 PM on March 5, 2009, proposals were received and publicly opened from the following vendors to provide contract cleaning at Belmont High School and Chenery Middle School for July 1, 2009 through June 30, 2012. The bid prices for each of the three years are shown on the attached sheet. The first year contract prices, and our preliminary budget for 2009-10, are:

<u>Vendor</u>	<u>2009-10 Price</u>	<u>3-Year Total Cost</u>	<u>Work Hours per Night</u>	<u>Reference Checks</u>
M & M Contract Cleaning Brockton, MA	\$328,640	\$997,280	75	poor
Topp Jobb Maintenance Tiverton, RI	\$334,120	\$1,012,418	???	no public schools
MP Building Services Methuen, MA	\$338,000	\$1,019,000	88	good
<i>proposed 2009-10 Budget</i>	<i>\$353,430</i>		<i>90 required</i>	
Clean Management Pawtucket, RI	\$371,922	\$1,138,226	90	
M. R. S. Cleaning Services Hudson, MA	\$389,220	\$1,227,014	90	
S. J. Services Danvers, MA	\$448,698	\$1,392,220	90	
AM PM Cleaning Waltham, MA	\$526,843	\$1,629,917	90	

As can be seen from the above list, only three bids were within our Superintendent's Recommended FY10 Budget, while four bids were over-budget.

After a thorough review of the bid documents and references, I am recommending that the contract be awarded to MP Building Services of Methuen, MA as the lowest responsible and responsive bidder in accordance with Chapter 30B, Section 5(g) of the Massachusetts Procurement Law. From my review of the bid documents and references, I have concluded that two firms that had submitted the two lower bids prices did not meet the required specifications and therefore, their bids had to be disqualified.

Among many specifications required in the bid, the key minimum requirements were:

3. The contractor shall be responsible for the proper cleaning of all areas of the buildings including storage areas whether specifically listed or not, the only exclusion shall be the vacuuming of the pool itself at the High School. All bidders are required to examine both buildings prior to bidding to acquaint themselves thoroughly with all field conditions. Pre-bid viewing is available on February 25. The tours will start at 9:00 AM at Belmont High School and will then proceed to the Chenery Middle School. Please contact Robert J. Martin, Supervisor of Buildings and Grounds at (617) 993-5437 to make an appointment to attend.
21. Minimum Qualification. Each bidder must have had a minimum of three years experience cleaning a minimum of 100,000 square feet for a public school district.
33. The award will be based upon the total cost of the three-year contract, an acceptable check of references, and a price based upon a realistic number of work hours nightly. Based upon previous experience, the Belmont School Committee believes that the Chenery Middle School requires 35 person-hours per night while Belmont High School requires 55 person-hours per night, not including the time of the shift supervisor. Every bidder is required to indicate on the Bid Form the total number of productive hours nightly for the Chenery Middle School and for the Belmont High School that was used in the calculation of their bid price. Any significant variation from the suggested 35 and 55 person hours shall be grounds for disqualification of that bid.
34. On page 2 of the Bid Form, every Bidder shall list all current clients, and a complete list of any clients for the past three years whether they are current or not. Please indicate which clients are public school districts. A contact name and telephone number for every client must be listed. Additional pages may be attached if there is not sufficient space on page 2 of the Bid Form.

The following is the analysis of the bids and reference checks of the three lowest bidders, the only bids within our FY10 budget:

M & M Contract Cleaning, Brockton, MA

- On the bid form, M & M indicated that their bid price was based upon significantly fewer hours than was required in our specification 33.
- M & M listed only one public school and one municipal client on their Client List as required in specification 21 and did not provide a complete list of all clients for the past three years as required in specification 34.
- The one municipal client on their Client List is the Town of Belmont, who is in the process of terminating their contract due to unsatisfactory performance. See the attached letter of March 9, 2009 from Kevin Looney.
- Based upon these violations of the bid specifications and reference check, I concluded that M & M did not meet the requirement of the specifications, and I disqualified their bid.

Topp Jobb Maintenance, Tiverton, RI

- From different pages of their proposal, it was unclear whether their bid was based upon 80 work hours per night or the required 90 hours per night.
- Topp Jobb did not attend the mandatory pre-bid meeting as required in specification 3.
- Topp Jobb listed contract *Terms and Conditions* in their bid which were contrary to the standard language in our Belmont contract and were unacceptable to us.
- Topp Jobb listed only one public school district on their Client List. They claimed that they had a contract for 2009-2012 with the Swansea Public Schools in Swansea, MA. Ironically, M & M Contract Cleaning also listed a 2008-2011 contract with the Swansea Public Schools as their only public school contract. A telephone call to the Superintendent of the Swansea Public Schools revealed that the Swansea Public Schools did have a contract with M & M Contract Cleaning and did not have any contract with Topp Jobb. Therefore, this item on Topp Jobb's Client List was in error.
- Based upon these violations of the bid specifications and reference check, I concluded that Topp Jobb did not meet the requirement of the specifications, and I disqualified their bid.

MP Building Services, Methuen, MA

- MP Building Services indicated on the Bid Form that their bid price was based upon 54 hours per night at the High School and 34 hours per night at the Middle School, excluding the time of the supervisor. I feel that this amount is not a significant variation of specification 33, which requires that the bids be based upon 55 hours at the High School and 35 hours at the Middle School.
- Reference checks that I made on MP Building Services produced consistently positive reviews from the following clients:
 - Shawsheen Valley Vocation Technical High School, 2006-2012 contracts
 - SEEM Special Education Collaborative, 2008-present contract
 - Northshore Educational Consortium, 2007-2010 contract
 - Town of Natick, 2007-2010 contract
- Based upon these reference checks, I have concluded that the bid submitted by MP Building Services is a responsible and responsive bid in accordance with the definitions in M. G. L. Chapter 30B, Section 5(g) of the Massachusetts Procurement Law.

Therefore, based upon the criteria for price, work hours and references stated in the specifications, I am recommending that the contract be awarded to MP Building Services as the lowest responsible and responsive bidder. If you and the School Committee agree, a motion for the School Committee to vote at their meeting of March 17, 2009 would be:

To vote to award the contract for custodial cleaning at Belmont High School and the Chenery Middle School for July 1, 2009 through June 30, 2012 as specified to MP Building Services of Methuen, MA at their three-year bid price of \$1,019,000, and to direct the Director of Finance, Administration and Capital Planning to enter into a contract with MP Building Services on behalf of the Belmont School Committee.

The School Committee should note that this bid price for 2009-10 is \$15,430 under what we had budgeted and can be reduced from the recommended budget for FY10. I will be available to answer any questions at the School Committee's meeting of March 17, 2009.

cc: Bob Martin
Michael Harvey
John Lyons
Debbie Alexander
Gene O'Brien

BELMONT PUBLIC SCHOOLS
Belmont, MA 02478

Item Bid: **Contract Cleaning**
BHS & CMS

Date: **March 5, 2009 – 2:00 PM**

Following is a list of all bidders and the amount of their bids. This is a complete and accurate list of all bids opened in my presence. This statement is signed under the penalty of perjury.



Procurement Officer



Witness

	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>Total</u>
M & M Contract Cleaning, Inc. Brockton, MA	328,640	328,640	340,000	997,280
*****Tobb Jobb Maintenance, Inc. Tiverton, RI	334,120	337,462	340,836	1,012,418
MP Building Service, Methuen, MA	338,000	340,000	341,000	1,019,000
*****Clean Management, Inc. Pawtucket, RI	371,922	379,359	386,945	1,138,226
*****M.R.S. Cleaning Service Inc. Hudson, MA	389,220	408,680	429,114	1,227,014
S. J. Services, Inc. Danvers, MA	448,698	464,117	479,405	1,392,220
AM PM Cleaning Corp. Waltham, MA	526,843	543,138	559,936	1,629,917

*****These vendors did not attend the mandatory pre-bid conference.



BUILDING SERVICES DEPARTMENT

TOWN OF BELMONT

19 MOORE STREET

BELMONT, MASSACHUSETTS 02478-0900

WM. KEVIN LOONEY

Manager

(617) 993-2640

Fax (617) 993-2641

March 9, 2009

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED
AND REGULAR MAIL

M&M Contract Cleaning
Attn: Max Fontes, President
130 Liberty Street, Unit 1B
Brockton, MA 02301

RE: Town of Belmont
Notice of Termination of Contract

Dear Mr. Fontes:

This letter is a notice of termination of the contract between the Town and M&M Contract Cleaning pursuant to paragraph 14 of that contract. As stated in that paragraph, the contract shall be terminated seven days from the date of this notice. The reason for the termination is the failure of your company to carry out the work in accordance with the contract.

Over the past several months, I have conveyed to you, through numerous e-mails, phone conversations, letters and meetings, my dissatisfaction with the level of cleaning the Town is receiving from your company, and the failures of your company to comply with the terms of its contract with the Town. During several of our meetings I have pointed out to you specific failures, and the specific areas of your company's work that needed your attention, to little or no avail. The following is a list of failures of your company to comply with its contract, which failures have been addressed by me in the past yet have continued unabated:

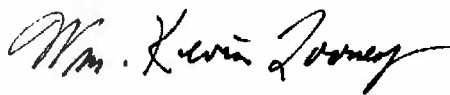
1. The Moore Street staircase in the Homer Municipal Building has not been mopped on numerous occasions, even after snow storms.
2. My staff has been able to sweep noticeable amounts of dirt from the main stairs in the Homer Municipal Building at 7 AM, before the building was open, after the building had been supposedly cleaned by your company the night before.
3. The feminine product disposal canister in the third floor bathroom in the Homer Municipal Building was not emptied for over 2 weeks after your company was reminded at least 3 times of this issue.

4. High dusting has not been completed in any locations required by the contract.
5. Counters, desks and other cleared-off areas have not been washed by your company.
6. Paper towels and toilet paper are supposed to be replenished in custodial closets nightly, but your company has repeatedly failed to do this.
7. Custodial closets are consistently left in disarray and have not been kept orderly.
8. Floors are not consistently vacuumed/washed, and in some cases have not been washed at all.
9. The bathroom floors have not been properly cleaned on numerous occasions, and baseboards and walls have routinely not been cleaned.
10. Employees are not consistently using their access cards in the Homer Municipal Building and Police Station as required.
11. Trash and recycle bins continue to not be emptied consistently after nearly 5 months into the term of the contract.
12. Outdoor trash containers, used for trash removal from the site, continue to be overfilled and the lids are not closed, allowing animals and rain water into the barrels.
13. It has also become evident that the Town is not receiving the agreed upon number of hours at each location. You yourself stated at our Feb. 11, 2009 meeting that, although you have been billing the Town for 11 hours of cleaning services, your company has only been providing 9.5 hours of such services, and have been billing the Town for 1.5 hours of so-called "travel time" for your employees. This is not permitted under the contract. Also on several instances your company's cleaner has been observed not spending the allotted time cleaning in each location as agreed upon in the contract.
14. Your employees have used the telephones in various offices throughout the Town after being reminded that the contract strictly prohibits any such use.
15. The Town has still not received a CORI check for all of your employees, even after such has been requested on numerous occasions. You have also made numerous promises to remove the employees for whom we have not received a CORI check, yet such employees have been later found to continue to be working in Town buildings. CORI checks are a requirement of the contract that has not been met after nearly 5 months.

The contract, in paragraph 14, states that if, in my opinion, the "contractor defaults or fails to carry out the work in accordance with the contract documents, or fails to perform any provision of the contract, the Town may terminate the contract within seven (7) days notice to the contractor..." After considering all of the above grievances and consistent attempts to have them corrected I have concluded that you have failed to comply with the provisions of the contract.

This letter should be received as formal 7-day notice of termination for the above mentioned causes. Please consider March 20, 2009 as your final day and be prepared to remove any equipment from the buildings on that date.

Sincerely,

A handwritten signature in cursive script that reads "Wm. Kevin Looney".

Wm. Kevin Looney
Manager

CC: Rick Holland, Esq, Town Counsel
Thomas Younger, Town Administrator