

**Project #2021-12
CLEANING SERVICES**

**SPECIFICATIONS
(Dated: May 11, 2021)**

Bid Date: June 2, 2021 at 11AM

Village of Irvington
85 Main Street
Irvington, NY 10533
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NOTICE TO BIDDERS

Bid Number 2021-12

The Village of Irvington will be accepting bids for a cleaning service contract. Cleaning services are required for Village Hall, Library, Theater, Recreation Center and Senior Center.

Specifications will be available on May 11, 2021 on the Village website at www.irvingtonny.gov or at the office of the Village Clerk, Village Hall, 85 Main Street, Irvington, NY between the hours of 9AM and 4PM.

A tour of each location will be conducted on Tuesday, May 18, 2021. Those interested in attending are requested to contact Karen Buccheri, Secretary to the Village Administrator, at KBuccheri@irvingtonny.gov. All attending the tour will meet in the Trustees' Meeting Room (Court Room) at 10AM in Village Hall, 85 Main Street on the above date and time. **The tour is optional.**

Sealed proposals in duplicate for Contract No. **2021-12**, for **CLEANING SERVICES**, will be received by the Village Clerk-Treasurer, Irvington, NY **until 11AM on June 2, 2021.**

Immediately thereafter, the bids will be publicly opened and read aloud in Village Hall.

The Village will award the contract to the lowest responsible bidder.

Bids must be submitted in a sealed envelope and distinctly marked with the name of the bidder, the bid number and the date and time of the bid. Bids may be delivered or mailed to the Village Clerk-Treasurer on or before the bid opening time and date specified.

The Village of Irvington reserves the right to waive any informality in the bids, or to reject any or all bids. No bidder may withdraw their bid within forty-five (45) days after the actual date of the opening thereof.

The policy of the Village is to encourage significant, meaningful participation of business enterprises owned by minorities and/or women (MBE/WBE) in projects and contracts funded by the Village.

May 6, 2021
Irvington, NY

Brenda M. Jeselnik
Clerk-Treasurer

SECTION 1 – REQUIREMENTS FOR:

CONTRACT #1 VILLAGE HALL AND LIBRARY

This section is applicable to the following locations:

- Village Hall, 85 Main Street – Basement Level (Police Department, Court Clerk’s Office and Courtroom)
- Village Hall, 85 Main Street – First Floor (Clerk, Administrative offices and Building Department)
- Library, 12 South Astor Street

Hours available for cleaning:

- Police Department is available for cleaning from 6AM to 10AM
- Court Clerk’s Office is available after 9AM
- Village Administrative offices (Building, Administrator, Clerk-Treasurer) are available for cleaning Monday through Sunday from 6AM through 11AM.
- Library is available for cleaning from Monday through Saturday 12AM through 10AM and all day Sunday.

Work Days:

- Police Department – 7 days per week, including holidays
- Library – 6 days per week (Monday through Saturday)
- All other locations – 5 days per week (Monday through Friday)

Square Footage:

- Village Hall – each floor (1st floor, 2nd floor, and Theater level) is approximately 4,500 sq. ft.
- The Police Department takes up approximately 3,200 sq. ft. of the first floor.
- Library – approximately 10,000 sq. ft.

Employees at each location:

- Police Department – Up to 10 on any given shift
- Court Clerk’s Office – up to 4
- All other administrative offices in Village Hall – Up to 12
- Library – Up to 12

Every work day (see “Work Days” below):

- Vacuum all carpets including behind and under all furniture and along partitioned areas
- Vacuum hard to reach areas (corners/edges) using a crevice tool
- Sweep and mop all wood/tile floors including behind and under all furniture and along partitioned areas
- Dust and damp wipe all desks and permanent equipment on desks (computers and screens, keyboards, calculators, etc.)
- Dust and damp wipe all bookcases (including top), windowsills, and flat surfaces
- Clean Plexiglass partitions
- Empty trash receptacles and dispose to designated area
- Reline all trash receptacles with fresh liners

- Empty paper and plastic recyclables – accumulate and put out for collection
- Put any large boxes / garbage out for collection in a designated area
- Bathrooms:
 - Empty trash
 - Disinfect/deodorize sinks, toilets, urinals, dispensers, and washbasins
 - Clean all shiny fixtures
 - Damp wipe all partitions and stall walls
 - Wash and polish mirrors, vanity tops, dispensers, and hand dryers
 - Sweep and mop floors using disinfectant
 - Replace all toilet tissue, hand towels and soap from Village stock. Notify Village when supplies are low for re-ordering
- Stairs: Vacuum and/or sweep all steps and landings. Damp wipe all handrails. Damp mop all hard floor surfaces in stairwells including all landings

Weekly:

- Dust any wall hangings, flags, pictures, window blinds, etc.
- Dust mop all ceiling corners, walls, and areas above windows
- Scrub all bathroom floors; ensuring tile and grout are clean
- Polish shelves and cabinets
- Clean any glass/shiny surfaces on doors or vestibules

Every Six Months:

- Clean and wax all wood floors. **No stripping of wood floors necessary.**
- Polish tile floors
- Steam clean all carpets
- Wash all blinds (remove and replace if possible)

SPECIFIC REQUIREMENTS

Village Hall, 85 Main Street – Basement level – Police Department:

- Clean the Chief's offices – Every day
- Clean the offices of the Detective and Lieutenant – Every day
- Squad Room – Mop floor, clean top of lunch table and entire eating area (microwave, refrigerator, counters) – Every day
- Clean the two (2) prisoner cells and two (2) interview rooms – Every day
- Common bathroom used with Court – Monday through Friday
- Locker Room – Mop floor, dust lockers – 3 times per week
- Clean glass in lobby partition and main entry door – 2 times per week

Village Hall, 85 Main Street – Basement level – Courtroom & Court Clerk's Office:

- Empty trash can and shredder
- Vacuum carpet
- Dust the photos
- Clean door windows and Plexiglass partitions
- Mop Court office floor
- Wipe down desks, refrigerator and equipment

Village Hall, 85 Main Street – First Floor front entrance:

- Empty trash can
- Wipe down desks
- Sweep and damp mop wood floors
- Vacuum all carpet runners

Library, 12 South Astor Street:

- Wash all windows in the lobby, inside and out, including glass door entry to program room – Every day
- Wipe baby-changing tables with disinfectant – Every day
- Wipe down counters, sinks and microwaves in both kitchenettes – Every day
- Clean refrigerators - Monthly
- Scrub all areas in front lobby – radiator cover, baseboards, bulletin board – Weekly
- Dust all vents (fire alarm deactivation required) – Monthly
- Take books off of shelves and dust behind them – Annually
- As a courtesy to the residents in the apartments above the Library, it is preferable that cleaners not vacuum before 7AM (8AM would be even better).
- Library Director usually arrives between 8:30 and 9AM and is available to discuss cleaning issues at that time.
- No children please...
- Do not use library equipment, except for equipment necessary for cleaning.
- In the small garden area to the south and east of the library, police the area for litter and empty the trash bin.

SECTION 2 – REQUIREMENTS FOR:

CONTRACT #2 VILLAGE HALL (THEATER LEVEL)

This section is applicable to the following location:

- Village Hall, 85 Main Street – Theater Level
 - There are 430 seats in the Irvington Town Hall Theater
 - There are 2 employees at this location
 - Throw garbage outside of theater away, cups, etc. in ashtray

Hours available for cleaning:

- Theater is **generally** available for cleaning Monday through Sunday from 12:00 a.m. through 10:00 a.m.
- In some cases the theater may have up to two back-to-back performances in a single day and may require a full general cleaning prior to the start of **each** performance. In these cases, cleaning availability will be dictated by the timing of the performances.
- On occasion, the theater may need to accommodate groups which will start prior to 10am. In these cases, timing will need to be coordinated, on a case by case basis and could potentially involve cleaning earlier in the morning or the night before.
- The number of cleanings which require atypical hours is estimated to be less than 10 per year
- Specific cleaning hours will be sent out with the cleaning schedule on a monthly basis (Scheduling Section Below)

Required Cleaning Services:

Cleaning services for the Theater Level of Irvington Village Hall are broken down into four (4) distinct types of service: 1) Full General Cleaning; 2) Partial Cleaning; 3) Semi-annual Cleaning, and 4) Alcohol Haul-Away, with the "Full General Cleaning" being further broken down into two (2) sub-categories. The Theater is expected to be in operation all year. It is anticipated that cleanings will be requested after performances and during the week when the Theater is in use by various groups for rehearsals and similar activities.

1) Full General Cleaning (Approx. 125 per year)

1a. Full Cleaning - Pre-Show (With Exceptions)

Pre-Show Full Cleanings are typically intended in the time leading up to one or more performances where production elements may be found throughout the theater. These production elements can take the form of scenic pieces, props, boxes of bulk programs, costumes, etc... and some additional care must be taken while cleaning. Services required as part of a Pre-Show Full Cleaning are:

Entryway Stairwell:

- Vacuum and / or sweep all steps and landings.
- Vacuum all carpet runners
- Damp wipe all handrails

- Empty trash outside theater entrance - accumulate and put out for collection, based on pickup schedule
- Vacuum and mop elevator cab
- Damp wipe elevator doors, fixtures, railings, and other items inside and outside the elevator that the general public can interact with

Theater Lobby, Orchestra Level, Balcony Level, Boxes, and Mirrored Lobby Space:

- Vacuum all carpets, including behind and under all furniture
- Sweep and mop all wood floors, including behind and under all furniture and along partitioned areas
- Dust and damp wipe items the general public will commonly interact with, specifically door handles, window sills, and railings
- Empty all trash cans throughout the theater and bring to designated area. - accumulate and put out for collection based on pickup schedule.
- Empty plastic recycling receptacles on the orchestra and balcony levels and bring to designated area - accumulate and put out for collection, based on pickup schedule.
- Put fresh liners of an appropriate size in the trash cans and recycling receptacles throughout the space.
- Vacuum stairs and landings between orchestra and balcony levels on both sides of the theater.
- Wipe down fixed seating armrests.

Bathrooms (Men's, Women's, and Cast):

- Empty trash
- Disinfect / deodorize sinks, toilets, urinals, dispensers, and washbasins
- Clean all shiny fixtures
- Damp wipe all partitions and stall walls
- Wash and polish mirrors, vanity tops, dispensers, and hand dryers
- Sweep and mop floors using disinfectant
- Replace / refill all toilet tissue, hand towels, and soap dispensers

Box Office and Manager's Office:

- Dust and damp wipe all desks and permanent equipment on desks (computers, screens, keyboards, etc...)
- Sweep and mop wood floors, including behind and under furniture
- Empty trash cans and bring to designated area - accumulate and put out for collection based on pickup schedule
- Replace the trash can liners
- Empty paper recycling bins and bring to designated area - accumulate and put out for collection based on pickup schedule
- Wipe down glass windows and window sills in the offices

Dressing Rooms:

- Empty trash cans and bring trash to designated area - accumulate and put out for collection based on pickup schedule
- Replace the trash can liners
- Sweep & mop floors
- If accessible, clean and wipe down mirrors*

- If accessible, wipe down countertops *
- Dust and damp wipe items people will commonly interact with, specifically door handles and window sills

Kitchen:

- Empty trash cans and bring trash to designated area - accumulate and put out for collection based on pickup schedule
- Replace the trash can liners
- Sweep & mop floor
- If accessible, clean and wipe down mirror*
- If accessible, clean and wipe down countertops *
- Clean and wipe down the microwave
- Replace paper towels if out
- Restock mini spare toilet paper, paper towels, and C-fold paper towels supply
- Dust and damp wipe items the general public will commonly interact with, specifically door handles and window sills

** If area is excessively cluttered use your discretion in approaching these tasks.*

1b. Full Cleaning - Post-Show (Without Exceptions)

For Post-Show (without exception) cleanings, all of the requirements of the pre-show general cleanings apply **plus** the following additional / amended services:

Entryway Stairwell:

- [NONE]

Theater Lobby, Orchestra Level, Balcony Level, Boxes, and Mirrored Lobby Space:

- In addition to emptying the trash cans, items in the vicinity of the trash cans in the back of the house (orchestra level) should be considered trash.**

Bathrooms (Men's, Women's, and Cast):

- [NONE]

Box Office and Manager's Office:

- [NONE]

Dressing Rooms:

- Clean and wipe down mirrors
- Clean and wipe down countertops

Kitchen:

- Empty mini-fridge of any leftover food and wipe down to prep for next group
- Clean sink basin and faucet
- Clean and wipe down countertops
- Clean and wipe down mirror

*** This service specifically excludes construction debris, scenic elements, or large bulky trash leftover from the previous show.*

2) Partial Cleanings (Approx. 25 per year)

Partial Cleanings are a reduced scope cleaning typically intended for occasions where the theater is in use by production personnel but not the general public, or in cases when a full-clean may otherwise be impractical.

Entryway Stairwell:

- Empty trash outside theater entrance - accumulate and put out for collection, based on pickup schedule

Theater Lobby, Orchestra Level, Balcony Level, Boxes, and Mirrored Lobby Space:

- Empty all trash cans throughout the theater and bring to designated area. - accumulate and put out for collection based on pickup schedule.
- Empty plastic recycling receptacles on the orchestra and balcony levels and bring to designated area - accumulate and put out for collection, based on pickup schedule.
- Put fresh liners of an appropriate size in the trash cans and recycling receptacles throughout the main portion of the space.
- Sweep floors
- Walk through and remove any obvious debris from between rows / seats

Bathrooms (Men's, Women's, and Cast):

- Empty trash
- Disinfect / deodorize sinks, toilets, urinals, dispensers, and washbasins
- Sweep and mop floors using disinfectant
- Replace / refill all toilet tissue, hand towels, and soap dispensers

Box Office and Manager's Office:

- Empty trash cans and bring to designated area - accumulate and put out for collection based on pickup schedule
- Replace the trash can liners
- Empty paper recycling bins and bring to designated area - accumulate and put out for collection based on pickup schedule

Dressing Rooms:

- Empty trash cans and bring trash to designated area - accumulate and put out for collection based on pickup schedule
- Replace the trash can liners
- Sweep floors

Kitchen:

- Empty trash cans and bring trash to designated area - accumulate and put out for collection based on pickup schedule
- Replace the trash can liners
- Sweep floor

- Clean and wipe down the microwave
- Replace paper towels if out
- Restock spare toilet paper, paper towels, and C-fold paper towels supply

3) Semi-annual Cleanings (Approx. 2 per year)

Semi-annual cleanings are generally reserved for periodic cleaning tasks and are intended to cover items that are not covered as part of other, more routine cleanings. Semi-annual cleanings consist of the following services:

Entryway Stairwell:

- Vacuum and steam clean all high traffic rugs
- Dust and damp wipe all accessible surfaces in the elevator, stairwells, and landings, including wall decorations, ledges, and other hard to reach places.
- Dust mop all ceiling corners, walls, and areas above windows
- Vacuum hard to reach areas (corners / edges) with a crevice tool

Theater Lobby, Orchestra Level, Balcony Level, Boxes, and Mirrored Lobby Space:

- Clean and seal / wax all wood floors. **No stripping of wood floors is necessary.**
- Steam clean all carpets
- Wipe down blinds (both sides)
- Wash window glass
- Dust all accessible surfaces in and about the theater including all windows, paintings, ledges, wall decorations, lighting fixtures, balcony edge, balustrades, between and behind fixed seating, and other hard to reach areas.
- Vacuum and thoroughly clean all fixed and portable patron seating (including removal of gum or other debris from seats)
- Dust mop all ceiling corners, and walls
- Vacuum hard to reach areas (corners / edges) with a crevice tool

Bathrooms (Men's, Women's, and Cast):

- Clean all shiny fixtures
- Scrub all bathroom floors; ensuring tile and grout are clean
- Disinfect / deodorize sinks, toilets, urinals, dispensers, and washbasins
- Wash and polish mirrors, vanity tops, dispensers, and hand dryers
- Dust mop all ceiling corners, walls, and areas above windows
- Vacuum hard to reach areas (corners / edges) with a crevice tool

Box Office and Manager's Office:

- Clean and seal / wax all wood floors. **No stripping of wood floors is necessary.**
- Wipe down blinds (both sides)
- Wash window glass
- Dust and damp wipe all accessible surfaces including ledges, wall decorations, lighting fixtures, and other hard to reach areas.
- Dust mop all ceiling corners, walls, and areas above windows
- Vacuum hard to reach areas (corners / edges) with a crevice tool

Dressing Rooms:

- Wipe down blinds (both sides)
- Wash window glass
- Dust and damp wipe all accessible surfaces including ledges, wall decorations, lighting fixtures, and other hard to reach areas.
- Thoroughly clean mirrors, countertops and floors
- Dust mop all ceiling corners, walls, and areas above windows
- Vacuum hard to reach areas (corners / edges) with a crevice tool

Kitchen:

- Scrub tile floor; ensuring tile and grout are clean
- Defrost and thoroughly clean the mini-fridge
- Thoroughly clean the microwave
- Dust and damp wipe all accessible surfaces including ledges, wall decorations, lighting fixtures, and other hard to reach areas.
- Thoroughly clean mirrors, countertops
- Dust mop all ceiling corners, walls, and areas above windows
- Vacuum hard to reach areas (corners / edges) with a crevice tool

4) Alcohol Haul Away (as needed)

On occasion, the theater will host events which serve alcohol and it is necessary to have these items clear from the premises for rehearsals or shows the following day. In these cases, someone must come after the relevant event has completed and haul away any alcohol debris. It is the responsibility of producers to compile all alcohol debris into trash bags for pickup. The alcohol-containing garbage must be removed from the facility and disposed of off-site. No other cleaning services are required as part of the haul-away.

Exclusions:

Areas that are excluded from all cleaning services listed above are:

- Stage
- Backstage support areas (wings)
- Balcony-level storage closet
- "The Loft"
- Orchestra-level storage closet
- Stage Right Scenic Bay

Scheduling:

Cleanings are scheduled on a monthly basis at the discretion of the Theater's Technical & Operations Director and are based on the theater's schedule for that month. In addition to the type of cleaning, any special timing requirements will be noted on the schedule. Semi-Annual cleanings will be scheduled separately and will be coordinated to the theater's schedule.

Supplies & Equipment Storage:

The theater will provide a storage nook for use by the cleaning team to safely store supplies, expendables, and cleaning equipment. This storage nook is for the exclusive use of the cleaning team and is not accessible to renters.

Trash / Recycling Schedule:

The Technical & Operations Director will provide guidance on the trash and recycling pickup schedule along with where trash should be kept between pickups.

SECTION 3 – REQUIREMENTS FOR:

CONTRACT #3 RECREATION CENTER & SENIOR CENTER

This section is applicable to the following locations:

- Recreation Department, 71 Main Street (cleaning Monday – Friday)
- Senior Center, 29 Bridge Street in Scenic Hudson Park (cleaning Monday, Wednesday & Friday)

Hours available for cleaning:

- Recreation Center is available for cleaning before 9AM or after 8:30PM
- Senior Center is available for cleaning before 8AM or after 3PM
- Please note FLEXIBILITY is important. We may need services outside times and days listed

Every work day (see “Work Days” below):

- Sweep and mop all wood/tile floors including behind and under all furniture and along partitioned areas
- Dust and damp wipe all desks and permanent equipment on desks (computers and screens, keyboards, calculators, etc.)
- Dust and damp wipe all bookcases, windowsills, flat surfaces and hand rails
- Empty trash receptacles and dispose to designated area
- Reline all trash receptacles with fresh liners
- Empty paper and plastic recyclables – accumulate and put out for collection
- Put any large boxes / garbage out for collection in a designated area
- Bathrooms:
 - Empty trash
 - Disinfect/deodorize sinks, toilets, urinals, dispensers, and washbasins
 - Clean all shiny fixtures
 - Damp wipe all partitions and stall walls
 - Wash and polish mirrors, vanity tops, dispensers, and hand dryers
 - Sweep and mop floors using disinfectant
 - Replace all toilet tissue, hand towels and soap from Village stock. Notify Village when supplies are low for re-ordering.

SPECIFIC REQUIREMENTS

Recreation Center – 71 Main Street - Upstairs

- Floors to be mopped at least three times a week
- Floors to be swept daily
- Wipe off counter and sink with disinfectant daily and make sure sink is cleaned
- Stairs to be vacuumed at least 1 time a week
- All light switches to be wiped down with disinfectant
- Garbage pails emptied in foyer area

Recreation Center – 71 Main Street – Downstairs:

- Front offices to be dusted and floors cleaned (mop 2 times a week)
- Plexiglass partitions cleaned
- Clean counter in kitchen and make sure sink is clean
- Wipe down refrigerator and microwave
- Main room to be swept daily and mopped 1 time a week
- Lobby to be dusted and carpet vacuumed 2 times a week
- Stairs to be vacuumed 2 times a week and ledges dusted

Senior Center – 29 Bridge Street in Scenic Hudson Park – Kitchen:

- Kitchen counters to be wiped down and disinfected on a daily basis as well as the microwave and refrigerator
- Kitchen floor to be swept and mopped daily
- Empty garbage pails daily
- Clean oven out as needed

Senior Center – 29 Bridge Street in Scenic Hudson Park – Downstairs:

- Vacuum all floors with carpet
- Dust front office and all window sills every other week
- Mop back room, dining room and kitchen
- Hand rails wiped down
- Plexiglass partitions cleaned

Senior Center – 29 Bridge Street in Scenic Hudson Park – Upstairs:

- Vacuum all carpet
- Wipe down conference room glass table 1 time a week
- Wipe down mini kitchen every other week
- Sweep or vacuum out elevator once a week
- Wipe down tables

O'Hara Nature Center – 170 Mountain Road:

- Cleaning twice a week – Wednesday and Fridays (before 9AM; evening hours vary based on classes)
- FLEXIBILITY needed
- Mop floors
- Bathrooms cleaned and disinfected
- Garbage pails emptied and relined with clean bags
- Wipe window sills at each cleaning

SECTION 4 – GENERAL REQUIREMENTS

- Contractor will furnish all cleaning supplies; mop heads, soap, trash bags and liners.
- Contractor will furnish maid carts, barrels w/coasters, commercial upright and backpack vacuums, buckets and wringers as needed to carry out the requirements of the contract.
- Contractor shall supply all paper products necessary to carry out the contract requirements. Contractor shall purchase the necessary products on behalf of the Village, as needed, and will maintain sufficient stock to carry out daily services. Invoices for paper products shall be billed separately and the contractor shall be reimbursed 1.0 times the cost of such products.
- Contract will be for 12 months with a Village option to renew for 12 additional months. Should Village choose not to renew after the first 12 months, notice will be provided 60 days prior to the expiration of the initial 12-month term.
- General Conditions.

The following **General Conditions** shall apply to these specifications and shall be included as part of the Contract. In any instance of conflict between any provision of these General Conditions and any other contract document, these General Conditions shall prevail.

1. CONTRACT DOCUMENTS

The Contract includes the Agreement, the General Conditions, the Specifications, and all addenda issued prior to the opening of the bids and all modifications issued after execution of the Contract. Two or more copies of each, as required, shall be signed by both parties and one signed copy of each retained by each party.

- a. The intent of these documents is to include all labor, materials, tools, and equipment, transportation, and services of every kind necessary for the proper and complete execution of the work, and the items and conditions of payment therefore.
- b. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.

2. MATERIALS, APPLIANCES and EMPLOYEES

Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, and other items necessary to complete the work.

- a. All materials shall be new, and both workmanship and materials shall be of the best quality.
- b. All workmen employed by the Contractor shall be skilled in their trades.
- c. The Contractor shall be responsible for satisfactory functioning of all contractor provided equipment without extra compensation.

- d. All refuse containers shall be sanitized periodically with a germicidal solution on all refuse contact surfaces in such a manner that insects and vermin will not be a nuisance during the time of year when they are prevalent.

3. TAX EXEMPTION

The owner is exempt from payment of Federal, State, Local taxes, and Sales and Compensating use taxes of the State of New York of cities and counties on all materials and supplies sold to the owner pursuant to the provisions of this Contract. The bid price shall be net and shall not include the amount of any such tax.

The purchase by the Contractor of the supplies and materials sold here under will be a purchase or procurement for resale and therefore not subject to the New York Sales or Compensating Use Taxes or any such taxes of cities or counties. The sale of such supplies and materials by the Contractor to the owner, which is a government agency, will not be subject to the aforesaid sales or compensating use taxes.

4. PROTECTION OF WORK, PROPERTY AND PERSONS

The Contractor shall adequately protect the work, adjacent property and the public, and shall be responsible for any damage or injury due to his act or neglect.

5. INSPECTION OF WORK

The Contractor shall permit and facilitate inspection of the work by the owner and his agents and public authorities at all times.

6. CHANGES IN THE WORK

The owner may order changes in the work, the contract sum being adjusted accordingly. All such orders and adjustments shall be in writing. Claims by the Contractor for extra work must be made in writing and approved by the owner before executing the work involved.

7. CORRECTION OF WORK

The Contractor shall re-execute any work that fails to conform to the requirements of the contract and that appears during the progress of the work, and shall remedy any defects due to faulty materials or workmanship which appear within a period of one year, after the date of completion of the contract and the owner's acceptance of the work. The provisions of this article apply to subcontractors work as well as to work done by direct employees of the Contractor.

8. OWNER'S RIGHT TO TERMINATE THE CONTRACT

- a. Should the Contractor neglect to execute the work properly, or fail to perform any provision of the contract, the owner, after seven days written notice to the Contractor may, without prejudice to any other remedy he may have, make good the deficiencies

In the event of cancellation a ten (10) day written notice will be given to the Owner prior to cancellation.

11. ENDORSEMENT TO CONTRACTOR'S GENERAL LIABILITY INSURANCE POLICY PROVIDING THE FOLLOWING "HOLD HARMLESS" CLAUSE FOR THE OWNER

"It is agreed that the Contractor shall indemnify and save harmless the Village of Irvington, its officers, employees and agents from and against all losses and claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered, by reason of any act or omission of the said Contractor, his agents or employees, in the execution of the work or in the regulation or by reason of the method or manner of doing the work provided in this Contract."

12. LABOR LAWS

All contractors and sub-contractors employed in the work are required to comply with the Labor Law and the General Municipal Law of the State of New York.

The following stipulations from the New York State Labor Law are applicable to all municipal contracts:

- a. No laborer, workman or mechanic in the employ of the contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in one week except in cases of extraordinary emergency caused by fire, flood or danger to life or property. No such person shall be employed more than eight hours in any day or more than five days in any one week except in such emergency.
- b. Each laborer, workman or mechanic employed by such contractor, sub-contractor or other person about or upon such public work, shall be paid the wages here in provided.
- c. Any person or corporation that willfully pays after entering into such contract, less than such stipulated minimum hourly wage scale shall be guilty of a misdemeanor and upon conviction shall be punished for a first offense by a fine of five hundred dollars (\$500) or by imprisonment for not more than thirty days, or by both fine and imprisonment; for a second offense by a fine of one thousand dollars (\$1,000), and in addition thereto the contract on which the violation has occurred shall be forfeited.
- d. The contractor agrees that in the hiring of employees for the performance of work under this contract or any sub-contract hereunder, no contract, sub-contractor, nor any person acting on behalf of such contractor or sub-contractor, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates; that no contractor, sub-contractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color or national

origin; that here may be deducted from the amount payable to the contractor by the State for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and that this contract may be canceled or terminated by the State or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Section of the contract.

- e. If any time during the prosecution of this contract a harmful dust hazard is created for which appliances or methods for the elimination of harmful dust have been approved by the Federal Agency having jurisdiction, such appliances or methods for elimination or harmful dust shall be installed, maintained and effectively operated. If the provisions of this paragraph are not complied with this contract shall be void.

13. GENERAL MUNICIPAL LAW

The following sections of the New York State General Municipal Law are brought to the Contractor's attention:

- S103-b, (Disqualification to contract)
- S103-c, (Removal of disqualification)
- S108, (Workman's Compensation Insurance)
- S109, (Non-assignment of public contracts)
- S103-d, (Non-collusive bidding)

14. LABOR LAW

The following sections of the Labor Law are brought to the Contractor's attention:

- S220, subd. 2 (Eight hour day, forty hour week)
- S220, subd. 2 and S220-d (Minimum wage rates)
- S220-e, (Anti-discrimination)
- S222, (Preference for New York State citizens)
- S222-1, (Elimination of dust hazard)

15. MINIMUM WAGE RATE

- a. In compliance with Section 220-d of the Labor Law of the State of New York the schedule of hourly minimum rates of wages shall apply to this Contract. The fact that there is no minimum wage rate stated for some classification or classifications found to be necessary on the project will not vary or affect the obligation of the Contractor or his completion therefore.

NOTE: The Labor Department schedules of hourly minimum rates of wages have been provided as part of the Contract Document. In all instances, the minimum wage rate to be paid for any trade shall be the greater of the NYS schedule of hourly minimum wage rates or the Davis Bacon wage rates included in this bid package.

16. WAIVER OF IMMUNITY - NEW YORK STATE

Upon refusal of a person, when called before a grand jury, head of a state department, temporary state commissioner, or other state agency head of a municipal department or other municipal agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority, or with any public department agency or official of the State or of any political subdivision thereof or of a public authority to sign a waiver or immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

- a. Such person, and any firm partnership or corporation for which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any public authority, municipal corporation or any public department, agency, or officials thereof, for goods, work or services for a period of five years after such refusal, and, b.) any and all contracts made with any public authority, municipal corporation or any public department, agency or official thereof, by such person, and by any firm, partnership, or corporation of which he is a member, authority or municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the public authority or municipal corporation for goods delivered for work done prior to the cancellation or termination shall be paid.

17. DAMAGES

All loss or damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered in the furtherance of the work, or the furnishing of the supplies, materials, or equipment; or from any action of the elements prior to the final acceptance of the work, or of the supplies, materials, or equipment; or from any act or omission not authorized by these specifications on the part of the Contractor or any agent or person employed by it, shall be sustained by the Contractor.

18. ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or its right, title, or interest in or to the contract or any part of it.

19. NON-COLLUSION AFFIDAVIT

By submitting a bid, the Bidder represents and warrants that such bid is genuine and not a sham, or collusive, or made in the interest or on behalf of any person not herein named, and that the Bidder has not, directly or indirectly, induced or solicited any other bidder to put in a sham bid, or any person, firm or corporation to refrain from bidding, and that the Bidder had not in any manner sought by collusion to secure to the bidder an advantage over any other bidder.

20. PENALTY FOR COLLUSION

If, at any time, it shall be found that the person, firm, or corporation to whom a contract has been awarded has, in presenting any bid or bids, collude with any other party or parties, than the contract so awarded shall be null and void.

21. RIGHTS AND REMEDIES OF THE VILLAGE

The rights and remedies of the Village of Irvington provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

22. WAIVER

The Bidder represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, materials or equipment called for under the specifications; that it has checked its bid for errors and omissions; that the prices stated in the bid are correct and as intended by it and are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials or equipment required by the Contract. The Bidder waives any claim if, on account of errors or omissions claimed to have been made by it in the bid, or for any other reason it should refuse or fail to execute the Contract.

**VILLAGE OF IRVINGTON, NEW YORK
CLEANING SERVICES
BID #: 2021-12
BID FORM**

BID DUE: June 2, 2021 at 11AM

*** IMPORTANT NOTE: Each Contract will be awarded separately to the lowest responsible bidder(s) ***

CONTRACT #1 (VILLAGE HALL, LIBRARY):

Monthly charge: \$ _____
_____ Dollars

CONTRACT #2 (THEATER):

2a) Charge for each Full Cleaning (Pre or Post Show): \$ _____ (approximately 125 per year)
_____ Dollars

2b) Charge for each Partial Cleaning: \$ _____ (approximately 25 per year)
_____ Dollars

2c) Charge for each Semi-annual Cleaning: \$ _____ (approximately 2 per year)
_____ Dollars

2d) Charge for each Alcohol Haul Away: \$ _____ (approximately 5 per year)
_____ Dollars

CONTRACT #3 (RECREATION CENTER & SENIOR CENTER):

Monthly charge: \$ _____

_____ Dollars

Name: _____

Address: _____

Tel #: _____ Fax #: _____

Signature: _____

Title: _____

VILLAGE OF IRVINGTON, NEW YORK

CLEANING SERVICES
BID #: 2021-12

NON-COLLUSIVE BIDDING CERTIFICATION

**** THIS PAGE MUST BE RETURNED WITH BID/PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR BID/PROPOSAL BEING REJECTED. ****

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Signature

Date

Contractor/Supplier

CORPORATE RESOLUTION (for corporate bidders only)

Resolved that _____ be authorized to sign and submit the Bid Proposal of this corporation for the following project:

_____ and to include in such bid or proposal, the certificate as to non-collusion required by Section 103d of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____ a corporation at a meeting held on the ___ day of _____, 2021 and is still in full force and effect on this _ day of _____, 2021.

Seal of the Corporation

Secretary

INSURANCE PROCEDURE

PLEASE NOTE:

THIS PAGE MUST BE RETURNED WITH YOUR BID/PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR BID/PROPOSAL BEING REJECTED.

Please take the insurance **requirements of the Contract** to your agent/broker immediately upon receipt of the bid documents to determine your existing coverage and any costs for new or additional coverage required for the work noted in this Request for Bid/Proposal cost reflects any additional costs relating to insurance requirements for this work.

Signature

Date

Contractor

BIDDING AND CONTRACT REQUIREMENTS

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS BY THE VILLAGE OF IRVINGTON FROM CONTRACTORS

- 1.1. The Contractor shall furnish to the Village of Irvington Certificates of Insurance for all coverages prior to signing of contract.

The ACORD Certificate of Insurance shall contain a Description of Operations. The Contract Number and/or Purchase Order Number and the name of the department requiring the insurance should be stated under the description. The description shall also contain a statement to the effect that "The following are named as Additional Insureds under General Liability and (If required) Automobile Liability, Excess Umbrella Liability, and Professional Liability (if applicable) on a primary basis, and on the broadest form available through the listed insurers with respect to this Contract or Purchase Order: **The Village of Irvington, its employees, elected officials and affiliated municipal entities.** The signing authorized representative warrants that the insurance carrier(s) have been informed of and accepted the Village of Irvington as an additional insured.

The cost of furnishing the above insurance shall be borne by the Contractor. There will be no direct payment for this work. Cost will be deemed to have been included in the price bid for all scheduled items. The Contractor shall require all subcontractors to provide this same insurance coverage.

- 1.2 **LIABILITY REQUIREMENTS**

The awarded vendor(s) shall be responsible for all damage to life and property due to negligent, reckless or malicious intentional activities of the awarded vendor, his subcontractors, agents or employees in connection with his services under this Agreement. The awarded vendor(s) specifically agrees that his Subcontractors, agents, or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is expressly understood that the awarded vendor(s) shall indemnify and save harmless the Village of Irvington, from claims, suits, actions, damages and costs of every name and description resulting from the negligent, reckless or malicious intentional performance of the services of the awarded vendor under this Agreement, and such indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the awarded vendor's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work.

All contractual insurance requirements in any contract between the Contractor or Consultant and the Village shall contain the following clauses:

- (a) The insurance companies issuing the policy or policies shall have no recourse against the Village of Irvington including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.
- (b) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor or Consultant.
- (c) The Contractor shall insure all equipment, tools, portable enclosures, and vehicles owned, leased or used by them and shall evidence coverage with a Certificate of Insurance. The Contractor shall hold the Owner harmless for any loss or damage to such equipment, tools, etc.

The awarded vendor(s) shall, during the performance of the work, maintain the following insurance in the types and amounts, and with insurers satisfactory to the Village of Irvington:

Commercial General Liability (CGL) Each Occurrence	(1,5,8 &9)
General Liability	\$3,000,000
Personal & Adv injury	\$1,000,000
Med Expense Any One Person	\$5,000
Damage to Rented Premises	\$50,000
General Aggregate	\$2,000,000
Products – Comp/Op Aggregate	\$1,000,000
Auto Liability – including BI and PD (AL)	(2 &7)
Combined single Limit per accident	
Any Auto	\$1,000,000
Or	
All Owned	\$1,000,000
All Hired	\$1,000,000
All Non-Owned	\$1,000,000
Excess/Umbrella Liability	
Each Occurrence	\$1,000,000
Aggregate	\$1,000,000
Workers Compensation and Employers Liability	(3)
Each Employee	Statutory
Each Accident	Statutory
Disability Benefits	(3)
Each Employee	Statutory

- 1) The Per Occurrence and Aggregate limits for specified coverage should apply on a per location or per project basis.
- 2) Automobile Liability Coverage is required IF an automobile is used in the execution of the contract. A vendor using a third party for shipment or transport does not require Automobile Liability Insurance.
- 3) An ACORD form is NOT acceptable proof of NYS Workers' Compensation (WC) or Disability Benefits (DBL) Insurance coverage. For WC, secure form C-105.2 or U-26.3. For DBL, secure form DB.120.1. Workers' Compensation/Employers Liability, and NYS Disability are not required of: a) a business that is owned by one individual, is not a corporation and does not have any other employees, b) a self-employed individual, c) an out of state employer with no NYS employees. IN EACH CASE, the employer must file Form CE-200, Certificate of Attestation of Exemption, with the NYS Workers' Compensation Board certifying that they are not required to obtain NYS specific Workers' Compensation Insurance or NYS statutory Disability Benefits.
- 5) The Village of Irvington should be named as an Additional Insured on the policy using ISO Additional Insured Endorsement CG 2010 11/85 or an endorsement providing equivalent or broader coverage.
- 8) Property Insurance – the contractor shall cover materials being installed on site, in transit, &/or at any other location.
- 9) Asbestos/Lead Abatement & Environmental Clean-Up, if applicable. Coverage for the removal of asbestos &/or lead and related pollution events, including coverage for third-party liability claims for Bodily Injury, Property Damage and Clean-Up Costs. \$1M Per Occurrence/\$2M Aggregate including Products/Completed Operations. If a retroactive date is used, it must pre-date the inception of the contract.

The Contractor/Provider acknowledges that failure to obtain such insurance on behalf of the Village of Irvington constitutes a material breach of contract and subjects it to liabilities for damages, indemnifications and all other legal remedies available to the Village of Irvington. The failure of the Village of Irvington to object to the contents of the Certificate or absence of same shall not be deemed a waiver of any and all rights held by the Village of Irvington.

The cost of furnishing the above insurance shall be borne by the contractor/provider; there will be no direct payment for this work. Cost will be deemed to have been included in the price bid for all scheduled items.

(TO BE APPROVED BY YOUR ATTORNEY)
HOLD HARMLESS AGREEMENT

The Contractor (and all subcontractors) shall, during the performance of this work, take all necessary precautions and place proper safeguards for the prevention of accident, and shall indemnify and save harmless, the Village of Irvington, its employees, officers and agents from all claims, suits and actions and all damages and costs to which they may put by reason of death or injury to all persons or property of another resulting from unskillfulness, willfulness, negligence or carelessness in the performance of the work, or in guarding and protecting the same, or from any improper methods, materials implements or appliances used in its performance or construction, or by or on account of any direct or indirect actor omission of passive or concurrent negligent act or omission by the Village of Irvington, or any of its employees, officers, or agents may have directly or indirectly caused or contributed thereto.

BIDDER/CONTRACTOR (Company Name) _____

ADDRESS _____

(Signature)

(Print Name)

(Title)

(Dated)

NOTARY:

Subscribed and sworn to before me

this ___ day of _____, 20__

Notary Public

BIDDING AND CONTRACT REQUIREMENTS
WAGE AND HOUR LAWS AND PAYMENT

1. MINIMUM WAGE RATES

- 1.1. The current minimum wage rates, health and welfare and pension fund contributions are as determined by the Industrial Commissioner of the State of New York in accordance with the provisions of Section 220 of the Labor Law.
- 1.2. All Contractors will be bound and obligated by the Laws of New York State to ensure payment to all workers involved with the construction of the Project and the current wage and benefits rates as published by the Labor Department are as set forth in the current wage schedules. Current wage schedules for Westchester County are available online at: <https://applications.labor.ny.gov/wpp/viewPrevailingWageSchedule.do>.

Please note that prevailing wage schedules are subject to change and are typically updated on July 1st of each year.

2. PAYMENT

Payment will be paid monthly upon presentation of certified payrolls.

The Contractor shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. Throughout the contract, the Contractor shall obtain and pay workers in accordance with periodic wage rate schedule updates from the NYS Department of Labor (NYSDOL). Wage rate amendments and supplements are available on the NYSDOL web site at www.labor.state.ny.us. All changes line or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work.

BIDDING AND CONTRACT REQUIREMENTS

NON-DISCRIMINATION CLAUSE

During the performance of the Contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, or marital status, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Authority/Corporation contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. As used in this clause, "affirmative action" shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, lay-off or termination, and rates of pay or other forms of compensation.
- (b) At the request of the Authority/Corporation, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that in the performance of this contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.