

**INFORMATION FOR BIDDERS
REQUIREMENTS OF BID AND DELIVERY**

ALL BIDS MUST BE SUBMITTED ON THE FORMS ANNEXED HERETO AND IN ACCORDANCE WITH THE PROVISIONS CONTAINED HEREIN.

1. **Receipt and Opening of Bid.** The **TOWN OF TUXEDO** invites bids for the "Bid Item" specified in the "***Notice to Bidders***" as detailed in the specifications attached hereto. Bids will be received at the office of the Town Clerk until **1:30 p.m. on Monday, July 20, 2020**, and then at said place will be publicly opened and read aloud. Bids received after the specified time will not be considered. A bid may be withdrawn prior to the specified time for public opening. No bid may be withdrawn after the time set for public opening.

2. **Preparation of Bid.**

a. **Sealed envelope.** Each bid shall be submitted in a sealed envelope. The envelope shall have the following information on the outside:

(1) Bid for: **Cleaning Service**
Town of Tuxedo

(2) **The name and address of the bidder.** Bids which are forwarded by mail must be enclosed in another envelope addressed as follows:

Town of Tuxedo Town Clerk One Temple Drive Tuxedo, NY 10987	Proposal for: <u>Cleaning Service</u>
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b. **Bid Proposal.** All blank spaces on the bid proposal form must be filled in. Prices must be specified in both words and figures. Bid proposals must be signed by the bidder and properly acknowledged as specified on the form. Proposals which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations, ambiguities or irregularities of any kind may be rejected as informal.

c. **Non-Collusion Certification.** Each bid must be accompanied by a non-collusion certification as required by General Municipal Law Section 103-d. The certification shall be signed by the bidder. A copy of non-collusion certification is annexed hereto.

d. **Bid Security.** Each bid must be accompanied by bid security in the form of a bid bond or certified or cashier's check payable to the Town in the amount of **5%** of the bid. Bid securities will be returned within seven (7) days after opening of the bids, to all Bidders except the three Bidders the Town believes to have a reasonable chance of receiving the award of the bid, and the remaining securities will be returned to the unsuccessful bidders within 45 days of the bid opening. If the successful bidder abandons the bid by failing to timely perform the requirements of the bid, including execution of any agreements and/or failure to post any required performance bonds, the bid security will be forfeited to and retained by the Town. In addition, the Town shall be entitled to liquidated damages of the difference between the forfeited security and the additional cost to the Town by reason of the abandonment.

e. **Bid Checklist.**

- | | | |
|-----|----------------------------------|--------------------------|
| (1) | Sealed envelope properly labeled | <input type="checkbox"/> |
| (2) | Bid proposal form | <input type="checkbox"/> |
| (3) | Non-collusion certification | <input type="checkbox"/> |
| (4) | Bid Security | <input type="checkbox"/> |
| (5) | References (two or more) | <input type="checkbox"/> |

3. Pre-Bid Meeting. The town will make available the five distinct premises to be cleaned for inspection by bidders in advance of the bid submission date. The date for public inspection will be Wednesday, July 15th, 2020 at 10:00 am commencing at Town Hall.

4. Addenda and Interpretation. No interpretation of the meaning of the specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretations should be in writing addressed to the Town Clerk of the Town of Tuxedo, One Temple Drive, Tuxedo, NY, 10987, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid submitted. Any addenda so issued shall become part of the contract documents.

5. Deviations from Specifications. Minor deviations from specifications need not be specified. Major differences or variances from specifications shall be listed separately from the proposal, and enclosed with the proposal and made a part hereof.

6. Duration of Bid. Prices and bid shall remain firm and effective for at least forty-five (45) days from date of opening of bids.

7. Performance Bond. A performance bond of ten percent (10%) is required. Please check Agreement for details.

8. Bid Price. The prices quoted are to include the complete cost of the work or items bid including all charges, taxes, and all other incidental charges. It is expressly called to the bidders' attention that bids are to be complete in all respects as regards materials, equipment or work to be furnished under this contract, and that no extras of any kind be allowed.

9. Taxes. The bid price shall not include any excise or sales taxes, from which the Town is exempt.

10. Qualifications of Bidders. The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work or supply the items, and the bidder shall furnish the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidders fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract or supply the items, and to complete the work contemplated therein. Conditional bids will not be accepted. Each bidder shall submit a list of references with the bid.

11. Statement of Equality. Reference made to trade means, manufacturer's names, minute details and/or methods of manufacture, including material specifications and/or model numbers in the specification affixed hereto is merely intended to indicate a standard of excellence and/or to more suitably detail and explain the type of product desired. Variations from specifications which do not materially affect the operational capability, the ease of maintenance, the physical ability to fit into space availability, the long time operational economies and/or spare parts stock and/or procurement shall not preclude the products of and/or all manufacturers from being given due consideration with respect to the award of the contract. The Town reserves the right to approve all proposed "equals."

11. Town's Reservation Rights. The contract will be awarded to the lowest responsible bidder furnishing the required security. The Town reserves the right to select the bid proposal, or any separate part thereof if separable, the acceptance of which will best serve the interest of the Town, or to reject any and all bids and to re advertise for bids. The Town specifically reserves the right to waive any informalities in the bids tendered.

NOTE: Other requirements may be found in the Specifications annexed hereto.

NON-COLLUSIVE BIDDING CERTIFICATION

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 knowledge and belief:

1. The prices in 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; and
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 other 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; and
4. The person signing this bid or proposal, under the penalties of perjury, affirms the truth thereof.

Dated: _____

(Signature of Bidder, if Individual)

(Name of Corporation)

By: _____

(Signature and Title of Officer)

(CORPORATE SEAL)

IMPORTANT: THIS FORM MUST BE FILLED IN BY BIDDER

BID SPECIFICATIONS

CLEANING SERVICE

The TOWN OF TUXEDO will receive proposals for cleaning service for the Town Hall, the Town Police Station, Highway Office, Tuxedo Train Station and Murphy Field Bathrooms for a period of twenty-four (24) months, with three (3) optional one-year renewals from the date of bid acceptance.

The Town would expect a fixed day of the week cleaning schedule for each of the five facilities to be agreed upon prior to the execution of this agreement.

As part of the price, the contractor will provide the following:

AT TOWN HALL

Once Weekly:

- Damp mop all non-carpeted floors - water with cleanser, that includes but is not limited to: 4 bathrooms, stairs and plastic mats (near desks and in kitchenette areas). This includes corner areas and flooring accessible under furniture. and all entrance ways.
- Vacuum carpets;
- Dust furniture, cabinets, counters, windowsills, computers, heating elements, telephones and chairs;
- Bathrooms - Clean and disinfect sinks, toilets, urinals and entire accessible flooring;
- Kitchenettes - Scour sink and drain basket, clean counters; clean refrigerator and stove exteriors;
- Sweep entrance steps; empty indoor and outdoor cigarette receptacles; empty all waste paper and garbage cans into the Dumpster, along with cardboard boxes left by the upstairs exit door.

As Needed:

- Remove cobwebs from walls, ceilings, floors, and light fixtures;
- *Refill paper towel holders, soap dispensers, toilet paper holders and cups for water coolers, leaving a reserve of cups and at least 4 toilet paper rolls per bathroom;
- Clean sliding windows in Town Clerk's office and Court Clerk's office;
- Clean fingerprints, dirt, etc. from walls and woodwork;
- Replace light bulbs. Light bulbs to be supplied by the Town.

Quarterly:

- Damp wipe file cabinets;
- Vacuum chairs;
- Clean glass-enclosed bulletin boards and interior windows in hallways (including interior windows in the second floor hallway).

*Bidder supplies all paper products and the following: Soap, furniture polish, ammonia, bathroom disinfectants, garbage bags, and any other items the contractor may deem necessary to properly fulfill the contract.

AT POLICE STATION

Once Weekly:

- Damp mop all non-carpeted floors - water with cleanser
- Vacuum all carpeted areas;
- Empty inside and outside garbage containers
- Kitchen: Clean counters and refrigerator exterior;
- Dust furniture, cabinets, counters, windowsills, computers, heating elements, telephones and chairs.
- Bathrooms - Clean and disinfect sinks, toilets, urinals and floors.

As Needed:

- Jail Cells: remove cobwebs, clean toilets, damp mop floors
- *Refill paper towel holders, soap dispensers, toilet paper holders and cups, leaving a reserve of 10 rolls of toilet paper;
- Clean glass window at dispatcher's Station
- Remove cobwebs from walls, ceilings, floors and light fixtures.
- Replace light bulbs. Light bulbs to be supplied by the Town.

AT HIGHWAY OFFICE, BREAK ROOM AND BATHROOMS:**Once Weekly:**

- Clean and mop floors in a manner appropriate and effective for commercial-grade linoleum;
- Dust furniture, cabinets, counters, windowsills, computers, heating elements, telephones and chairs;
- Bathrooms: Clean and disinfect sink, toilets, shower stalls and floors;
- Kitchen: Clean counters and refrigerator exterior;
- Empty all waste paper and garbage cans into the Dumpster.

As Needed:

- *Refill paper towel holders, soap dispensers, toilet paper holders, leaving a reserve of 10 toilet paper rolls.
- Remove cobwebs from walls, ceilings, floors, and light fixtures;

TUXEDO TRAIN STATION

Twice Weekly (Sunday and Thursday - preferred)

- Garbage removed and taken to town hall dumpster
- Bathrooms: Clean and disinfect sink, toilets, and floors
- *Paper and soap supplies refreshed.
- Floors swept and mopped
- Any newspapers, magazines, or other disposable items left behind get thrown away.
- Items of value left behind, such as umbrellas, cell phones, wallets, purses, etc. should be left with the Town Clerk.

Yearly: For all Buildings

Separate price should be quoted for carpet cleaning once yearly by a professional carpet cleaner.

Separate price should be quoted for cleaning of all exterior windows inside and out, once yearly.

MURPHY FIELD Eagle Valley (2) Bathrooms (seasonal) April – Nov 1**Once Weekly**

- Garbage removed, clean and disinfect sink, toilets, and floors
- *Paper and soap supplies refreshed.
- Items of value left behind, such as umbrellas, cell phones, wallets, purses, etc. should be left with the Town Clerk.

*Bidder supplies all paper products and the following: Hand Soap, furniture polish, ammonia, bathroom disinfectants, garbage bags, and any other items the contractor may deem necessary to properly fulfill the contract. Each Bidder shall submit a list of cleaning supplies by name so that the Town can assure compliance with OSHA requirements.

AGREEMENT FOR PUBLIC WORK

THIS AGREEMENT is made by and between the Town of Tuxedo, a municipal corporation of the State of New York, having its principal offices at One Temple Drive, One Temple Drive, Tuxedo, New York 10987 (hereinafter called the "Municipality"), and _____, a _____ organized under the laws of the State of New York having its principal offices at _____, (hereinafter called the "Contractor").

WHEREAS, the Contractor has submitted his proposal in accordance with the documents and/or specifications annexed hereto; and

WHEREAS, the Municipality has awarded the contract to the Contractor in accordance with the General Municipal Law.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the Municipality and the Contractor hereby contract upon the following terms and conditions:

I. THE CONTRACT

It is understood that all the bid documents and/or specifications attached constitute a part of this agreement; that those documents are incorporated into this agreement as if set out at length at this point and that the award of the contract on the basis of the proposal constitutes a contract, the execution of this agreement being a mere formality.

II. RESPONSIBILITY FOR WORK

The Contractor covenants and agrees to furnish at his own proper cost, charge and expense all machinery, appliances, tools, labor and material necessary or proper to do all the work necessary, as set forth in the Contractor's proposal as accepted by the Municipality.

III. PAYMENT

The Municipality, in consideration of the Contractor's faithful compliance with all the terms and conditions herein set forth, agrees to pay the Contractor at the price as set forth in the Contractor's proposal as accepted by the Municipality, upon the terms and conditions for periodic and/or monthly payments on estimates as may be set forth in the specifications. Payment requests (claims) shall be on properly completed voucher forms provided by the Municipality.

IV. INTEREST IN CONTRACT

The Contractor agrees that only the person or persons interested as principal or principals in the proposal submitted by the Contractor for this contract are named therein and that no person other than those mentioned therein, except regular agents of Contractor, has any interest in the said proposal or in the securing of the award, and that this contract has been secured without any connection with any person or persons other than those named, and that the proposal is in all respects fair, and was prepared, and the contract was secured, without collusion or fraud, and that no officer or employee of the Municipality has or shall have a financial interest in the performance of the contract or in the work or business to which it relates, or in any portion of the proceeds thereof.

V. COMPLIANCE WITH LAW

The Contractor agrees to comply with all applicable laws, rules and regulations; the cost of such compliance and the fees for any licenses, certifications and/or permits required by law will be at the expense of the Contractor.

VI. LABOR LAW

The Contractor agrees to comply with all applicable provisions of the Labor Law. Particular attention is drawn to the anti-discrimination provisions. Applicable wage determinations, as may be revised from time to time, shall be deemed inserted as if set forth at length at this point. The Contractor will provide a payment bond, if applicable, for the work.

VII. REQUIRED PROVISIONS

All provisions required by law to be inserted into this contract are hereby deemed inserted as if expressly set forth at this point.

VIII. ASSIGNMENT

This contract shall bind the parties hereto, and their heirs, executors, administrators, successors and assigns respectively, and may not be assigned by the Contractor without written consent of the Municipality.

IX. SUBCONTRACTORS

The Municipality reserves the right to approve all subcontractors. The Contractor will notify the Municipality of the name and address of such subcontractor he intends employing, the portion of the work which the subcontractor is to do or the material which he is to furnish, his place of business and such other information as the Municipality may require in order to know whether such subcontractor is reputable and reliable and able to perform the work as called for in the specifications. The Contractor shall not be released from any of his liabilities or obligations under this contract should any subcontractor fail to perform in a satisfactory manner the work undertaken by him.

X. INDEMNIFICATION AND INSURANCE

Neither the Municipality nor any of its officers or agents shall in any manner be answerable or responsible for any loss or damage that shall or may happen during the performance of this contract by the Contractor, nor shall it be in any manner answerable or responsible for any injury done or damages or compensation required to be paid under any present or future law, to any person or persons whatsoever, whether employees of the Contractor or otherwise, or for damages to any property, whether belonging to the Municipality or to others occurring during or resulting from the performance of this contract by the Contractor. Against all such injuries, damages and compensation, the Contractor shall and will properly guard. The Contractor shall also, at all times, indemnify and save the Municipality and its officers and agents harmless against all such injuries, damages and compensation arising or resulting from the performance of this contract. The Contractor shall provide the Municipality a certificate of insurance indicating insurance coverage acceptable to the Municipality.

XI. TIME FOR PERFORMANCE

The Contractor shall proceed diligently toward the prompt completion of the work. The Contractor shall have no claim against the Municipality for damages for delay unless the Municipality is found to have caused such damage while acting in bad faith and with deliberate intent. The Municipality agrees that the time for performance may, upon written application, be extended for such period of time the governing board of the Municipality deems reasonable upon the circumstances.

XII. REMEDIES

In addition to such remedies the Municipality may have in law or equity upon the Contractor's breach of this agreement, the Municipality may terminate or suspend the agreement, or perform any part of the work at the expense of the Contractor as is determined to be in the best interest of the Municipality.

XIII. NOTICE OF CLAIM

Service of a verified claim on the Municipal Clerk within ninety (90) days of accrual of a claim against the Municipality or completion of the work or portion thereof, whichever is earlier, and the expiration of forty (40) days thereafter shall be a condition precedent to the commencement by the Contractor of any action or proceeding with respect to this agreement. Such written verified claim shall be on official voucher forms and shall specify in detail all items of work performed and/or materials supplied, together with supporting documentation in such sufficiency as to permit the Municipality to audit and pay the claim if the same is determined to be valid. A claim accrues at the time the contractor first realizes that it may be entitled to payment for additional work or materials not specified under the agreement. In no event shall an action be commenced by the Contractor subsequent to the tender of payment on the Contractor's final voucher under this agreement.

XIX. SECURITY FOR PERFORMANCE

Within five (5) days of receipt by Contractor of the notice of award, the Contractor shall submit a letter of credit, certified check or bond to the Town, in an amount equal to ten percent (10%) of the gross sum bid by the Contractor. Such letter of credit, certified check or bond shall be in a form and substance acceptable to the Town Attorney as security for performance of the work hereunder.

Dated: _____

Commencement Date of Services:_____

TOWN OF TUXEDO

By:_____

KENNETH ENGLISH, TOWN SUPERVISOR

CONTRACTOR NAME:_____

By:_____

Printed Name:_____

Title:_____

Confidentiality and Town Board Approval

The successful bidder chosen to be the lowest responsible bidder for the award of the cleaning contract understands that the facilities of the Town contain both public and non public information.

All documents and similar materials in the Town Hall and Police Station are confidential unless released by the Public Records Access Officer in accordance with the provisions of the Public Officers Law of the State of New York.. As such, any individual employed by the successful bidder to work on Town property must also be determined by the Town Board to be "responsible."

The successful bidder who seeks to use the services of another to perform some or all of the cleaning work on the Town Property, shall submit the name and biographical information of the prospective cleaning candidate to the Town Board for approval. The Town Board reserves the right to make such determination as it believes to be in the best interests of the Town.

Signature of Contractor

Printed Name:_____

Title:_____

Name of Corporation or Individual

Dated:_____

BID PROPOSAL

_____ (Bidder), a (corporation, partnership, sole proprietorship) organized under the laws of the State of _____, having examined the documents and specifications in compliance with the Town of Tuxedo invitation for bid on Cleaning Services, hereby proposes to **furnish the services specified** at the prices set forth below:

- | | | |
|--|--------------------|-------|
| A. Once-weekly cleaning of Town Hall: | Dollars (\$ _____) | _____ |
| B. Once-weekly cleaning of Police Station:
First Floor – Approximately 60' x 60' | Dollars (\$ _____) | _____ |
| C. Once-weekly cleaning of Highway Office:
Office, break Room & bathrooms – Approx. 20' x 80' | Dollars (\$ _____) | _____ |
| D. Twice -weekly cleaning of The Train Station
Bathrooms and Kitchen - Approx. 40' x 60' | Dollars (\$ _____) | _____ |
| E. Once-Yearly Carpet Cleaning of the upstairs and down-
stairs halls, the courtroom and the community room in
the Town Hall by a professional carpet cleaner: | Dollars (\$ _____) | _____ |
| F. Once-Yearly cleaning of all Town Hall exterior windows,
inside and out: | Dollars (\$ _____) | _____ |
| G. Once-Yearly cleaning of all Police Station exterior windows,
inside and out: | Dollars (\$ _____) | _____ |
| H. Once-Yearly Carpet Cleaning of the Police Station by a
professional carpet cleaner: | | |
| I. Once- weekly Seasonal Murphy Field Bathrooms | Dollars (\$ _____) | |

TOTAL BID PRICE FOR YEAR

2020-2021 YEARLY TOTAL	Dollars (\$ _____)	
2021-2022 YEARLY TOTAL	Dollars (\$ _____)	

EXTENSION OPTIONS for proposed years 3, 4, 5:

OPTION #1

2022-2023 YEARLY TOTAL _____	Dollars (\$ _____)	
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OPTION #2

2023-2024 YEARLY TOTAL _____	Dollars (\$ _____)	
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OPTION #3

2024-2025 YEARLY TOTAL _____	Dollars (\$ _____)	
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The above prices are complete and include all costs and charges.

The bid will remain open 45 days. Acceptance of this bid by the Town constitutes a contract. Bidder agrees that this bid is made in accordance with the Town specifications and documents. Bidder acknowledges receipt of the following addenda: _____ (insert "none" if applicable).

(CORPORATE SEAL)

Respectfully submitted,

Company: _____

Address: _____

By: _____

Printed Name & Title: _____

Phone Number: _____

Accepted by resolution dated: _____

Donna Matthews, Town Clerk