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**BID FOR CLEANING OF VARIOUS VILLGE BUILDINGS**  
**TARRYTOWN AND HASTINGS-ON-HUDSON**  
**CONTRACT #2020-04**

Bid Date: Friday, February 7, 2020

CONTRACTOR

BID AMOUNT

(Year 2)			Tarrytown	Window		
	Divine Professional Cleaning Service Bronx, NY	YR1 YR2 YR3 \$	\$38,100.00 39,200.00 40,000.95	\$650.95		
	Building Service Industries, LLC Lindenhurst, NY	YR1 YR2 YR3 \$	91,650.00 92,521.00 93,390.00	\$3,000.00		
	SMJT Corp, d/b/a Anago of The Hudson Valley Port Chester, NY	YR1 YR2 YR3 \$	145,000.00 145,000.00 150,000.00	\$3,200.00		
	A & A Maintenance Integrated Facility Solutions Yonkers, NY	YR1 YR2 YR3 \$	141,259.56 141,259.56 144,734.70	No BID		
	Crown United Solutions LLC Tarrytown, NY	YR1 YR2 YR3 \$	46,925.00 49,271.00 51,734.00	\$1,000.00		
	YES Enterprises	YR1 YR2 YR3 \$	47,600.00 48,550.00 49,520.00	No BID		

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BID AMOUNT

(Year 2)	HASTINGS	Village Hall	Police Dept.	Library	Comm.Ct.
	Divine Professional Cleaning Service Bronx, NY	YR1 40,500.75 YR2 40,500.85 YR3 42,200.15 \$	1,100.25 1,300.50 1,400.35	11,500.95 11,500.25 12,300.75	# 980.35 1,000.50 1,010.15
	Building Service Industries, LLC Lindenhurst, NY	YR1 23,238.00 YR2 23,501.00 YR3 23,765.00 \$	7,746.00 7,833.00 7,921.00	23,975.00 24,326.00 24,677.00	31,326.00 31,736.00 32,145.00
	SMJT Corp, d/b/a Anago of The Hudson Valley Port Chester, NY	YR1 24,000.00 YR2 24,000.00 YR3 25,000.00 \$	16,000.00 16,000.00 17,000.00	29,000.00 29,000.00 30,000.00	32,000.00 32,000.00 33,000.00
	A & A Maintenance Integrated Facility Solutions Yonkers, NY	YR1 18,755.49 YR2 18,755.49 YR3 19,880.82 \$	11,722.18 11,722.18 12,425.51	25,202.69 25,202.69 26,744.85	28,627.91 28,627.91 30,345.58
	Crown United Solutions LLC Tarrytown, NY	YR1 6,666.00 YR2 6,999.00 YR3 6,999.00 \$	6,667.00 6,999.00 6,999.00	13,333.00 13,999.00 13,999.00	13,333.00 13,999.00 13,999.00
	YES Enterprises	YR1 8,660.00 YR2 8,830.00 YR3 9,000.00 \$	8,660.00 8,830.00 9,000.00	11,273.00 11,500.00 11,730.00	17,670.00 18,020.00 18,380.00

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**Section G**  
**FORM OF AGREEMENT**

**AGREEMENT FOR CLEANING SERVICES**

This is an Agreement for cleaning services dated as of March 1, 2020, by and between the

Village of: Hastings-on-Hudson

(hereinafter referred to as “The Village”)

AND

(Name and address of Company being awarded the contract, hereinafter referred to as “The Company”):

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**Article 1. Scope of Work**

The Company agrees to perform all services set forth in and in accordance with the bid document entitled “Specification and Proposal Form for the Cleaning of Various Village Buildings, Contract # 2019-04”, which is annexed to and made a part of this Agreement as Exhibit A (the “Services”).

**Article 2. Term**

The term of this agreement shall be from March 1, 2020, through February 29, 2022. The Village shall have the right to extend this agreement for another one-year term, from March 1, 2022 through February 31, 2023 pursuant to the terms of the bid specifications and the response from The Company pursuant thereto.

**Article 3. Performance of Services**

In performing the Services, the Company shall assign qualified personnel and perform said Services with skill, diligence and quality control/quality assurance measures. The Company shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations.

**Article 4. Compensation and Payment**

For satisfactory performance of the Services, the Village agrees to compensate the Company on a monthly basis. Payments shall be made by the Village within thirty (30) days of receipt of an invoice. Invoices for the Village of Tarrytown shall be accompanied by completed weekly worksheets and certified payrolls to comply with Prevailing Wages for the applicable monthly invoice. Should there be a question or dispute regarding the invoice submitted, the Village shall make payment within thirty (30) days after receipt of acceptable answers to the questions posed or after resolution of the dispute.

Article 5. Independent Contractor

In performing the Services and incurring expenses under this Agreement, the Company shall operate as, and have the status of, an independent contractor and shall not act as agent or employee or be an agent or employee of the Village. As an independent contractor, The Company shall be solely responsible for determining the means and methods of performing the Services and shall have complete charge and responsibility for the Company's personnel engaged in the performance of the Services.

Article 6. Insurance

The Company shall maintain, or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation Insurance, public liability insurance covering personal injury and property damage, and other insurance with minimum coverages as listed below. Such policies are to be in the broad form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the Village who have been fully informed as to the nature of the Services to be performed. Except for Workers' Compensation and professional liability, the Village shall be named as an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligations of THE COMPANY and not those of the Village. Notwithstanding anything to the contrary in this Agreement, THE COMPANY irrevocably waives all claims against the Village for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance described in this Article 6. The provisions of insurance by THE COMPANY shall not in any way limit The Company's liability under this Agreement.

<u>Type of Coverage</u>	<u>Limits of Coverage</u>
Workers' Compensation	Statutory
Employer's Liability or similar insurance	\$1,000,000 each occurrence
Automobile Liability	\$1,000,000 aggregate
Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Comprehensive General Liability, including broad form contractual liability, bodily injury, and property damage	\$1,000,000 aggregate \$1,000,000 each occurrence

THE COMPANY shall deliver simultaneously with the execution of this Agreement, certificates of insurance evidencing the Company's compliance with these requirements.

Each policy of insurance shall contain clauses to the effect that (i) such insurance (except professional liability) shall be primary without right of contribution of any other insurance carried by or on behalf of the Village with respect to its interests, (ii) it shall not be cancelled, including without limitation, for non-payment of premium, or materially changed or not renewed without ten (10) days

prior written notice to the Village, and the Village shall have the option to pay any necessary premiums and charge the cost back to the Company.

#### Article 7. Indemnification

THE COMPANY agrees to indemnify and hold harmless the Village, and its officials, employees, agents, reviewing boards and members of such boards, against claims, losses, damages, liabilities, costs or expenses (including reasonable attorney's fees and costs of litigation and/or settlement, whether incurred as a result of a claim by a third party or an indemnitee hereunder) arising out of (i) the performance of the Services by or on behalf of THE COMPANY pursuant to this Agreement and (ii) the Services themselves if negligently prepared.

#### Article 8. Responsibility to Correct Deficiencies

It shall be The Company's responsibility to correct, in a timely fashion and at The Company's sole expense, any deficiencies in its Services provided such deficiencies are reported to The Company prior to One Hundred and Twenty (120) days after completion of the Services.

#### Article 9. Waiver and Severability

The failure of either party to enforce, at any time, the provisions of this Agreement does not constitute a waiver of such provisions in any way or waive the right of either party at any time to avail itself of such remedies as it may have for any breach or breaches of such provisions. None of the conditions of this Agreement shall be considered waived by either party unless such waiver is explicitly given in writing by the waiving party. No such waiver shall be a waiver of any past or future default, breach or modification of any of the terms or conditions of this Agreement unless expressly stipulated in such waiver.

The invalidity of one provision, or invalid application thereof, of this Agreement shall not affect the validity of any other provision or any other application of any provision of the Agreement.

#### Article 10. Miscellaneous

A. All notices hereunder shall be deemed to be duly given if in writing, signed by the party or the representative of the party giving the notice, and sent to the other party at the addresses set forth herein by certified mail, return receipt requested, or by Federal Express or similar overnight courier or by facsimile transmittal with confirmation by regular first-class mail.

B. This Agreement was negotiated between parties of equal bargaining power and is not to be construed against either party by virtue of such party's attorney having drafted it.

C. THE COMPANY or any of its subcontractors are hereby prohibited from engaging in discriminatory hiring practices, or assuming any engagements during the term of this Agreement which might be in conflict with the Company's responsibilities under this Agreement.

#### Article 11. Termination

The Village may terminate this contract upon 30 days' written notice if the Company defaults on any terms and conditions herein and the Company fails to cure the default within the 30-day period.

Article 12. Entire Agreement

The rights and obligations of the parties, and their respective agents, successors and assigns, hereunder shall be subject to and governed by this Agreement, including Exhibit A, which supersedes any other understandings or writings between the parties. No changes, amendments or modifications of any of the terms and conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound.

Any discrepancies between this Agreement form of 11 Articles and Exhibit A, whether or not specifically identified herein, shall be resolved in favor of this Agreement form.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement. (EACH VILLAGE TO EXECUTE THEIR OWN AGREEMENT).

Village of Hastings-on-Hudson

By: \_\_\_\_\_  
Mary Beth Murphy, Village Manager

THE COMPANY

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**CLEANING OF VARIOUS VILLAGE BUILDINGS**

**CONTRACTOR'S ACKNOWLEDGMENT**

(If Corporation)

STATE OF NEW YORK )

SS:

COUNTY OF WESTCHESTER)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came \_\_\_\_\_, to me known, and known to me to be the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the within instrument, who being by me duly sworn, did depose and say that he resides at \_\_\_\_\_ and that he is \_\_\_\_\_ of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

**CONTRACTOR'S ACKNOWLEDGMENT**

(If Individual)

STATE OF NEW YORK )

SS:

COUNTY OF WESTCHESTER)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the same person described in and who executed the within instrument and he duly acknowledged to me that he executed the same for the purpose herein mentioned and, if operating under any trade name, that the certificate required by the New York State Penal Law, Sections 440 and 440-b has been filed with the County Clerk of Westchester County.

\_\_\_\_\_  
Notary Public



**CLEANING OF VARIOUS VILLAGE BUILDINGS**

**CONTRACTOR'S ACKNOWLEDGMENT**

(If Partnership)

STATE OF NEW YORK            )  
  SS:  
COUNTY OF WESTCHESTER)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came \_\_\_\_\_ to me known, and known to me to be a member of the firm of \_\_\_\_\_ and the person described in and who executed the within instrument in behalf of said firm, and he acknowledged to me that he executed the same in behalf of, and as the act of said firm for the purposes herein mentioned and that the certificate required by the New York State Penal Law, Sections 440 and 440-b has been filed with the County Clerk of Westchester County.

\_\_\_\_\_  
Notary Public

**CLEANING OF VARIOUS VILLAGE BUILDINGS**

**CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ (Title)  
(Officer other than officer executing proposal documents)  
of \_\_\_\_\_ (the "Contractor") a corporation duly organized and in good  
(name of contractor)  
standing under the \_\_\_\_\_ named in the  
(law under which organized, e.g. the New York Business Corp. Law)  
foregoing agreement; that \_\_\_\_\_ who signed said  
(person executing bid proposal)  
agreement on behalf of the Contractor was, at the time of execution  
\_\_\_\_\_ of the Contractor; that said agreement was duly signed for and in behalf of said  
Contractor by authority of its Board of Directors, thereunto duly authorized, and that such authority is  
in full force and effect at the date hereof.

Date:

(Corporate seal)

\_\_\_\_\_  
Signature

STATE OF NEW YORK )

SS:

COUNTY OF WESTCHESTER)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came  
\_\_\_\_\_, to me known, and known to me to be the \_\_\_\_\_ of  
the corporation described in and which executed the above certificate, who being by me duly sworn  
did depose and say that he resides at \_\_\_\_\_, and that he is \_\_\_\_\_ of said corporation and  
knows the corporate seal of said corporation; that the seal affixed to the above certificate is such  
corporate seal and that it was so affixed by order of the Board of Directors of said corporation, and that  
he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public