

Request for Bids

Cleaning of Various Village Buildings



Village of Hastings-on-Hudson

Bids Due: April 28, 2023 at 10:00 AM

**7 Maple Avenue
Hastings-on-Hudson, NY 10706
Tel: (914) 478-3400
Fax: (914) 478-4624
www.hastingsgov.org**

NOTICE TO BIDDERS

VILLAGE OF HASTINGS-ON-HUDSON

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Village Clerk of the Village of Hastings-on-Hudson until 10:00 AM on April 28, 2023, Hastings-on-Hudson, Municipal Building, 7 Maple Avenue, Hastings-on-Hudson, NY 10706, at which time and place said sealed proposals will be publicly opened and read aloud for the furnishing and/or placing of the following scope of work:

Cleaning Services for Various Village Buildings

Specifications and proposal forms will be available on March 24, 2023, online at <https://www.hastingsgov.org/village-clerk/pages/rfps-and-bid-documents> or by sending an email to the Village Clerk at Acostantini@hastingsgov.org.

In addition to the above, the Village of Hastings-on-Hudson has partnered with BidNet as part of the Empire State Purchasing Group and will post our bid/proposal opportunities and any addendums to this site. As a vendor, you can register with Empire State Purchasing Group and be sure that you see all of the Village's available bids/proposals, addendums, and opportunities. Detailed plans and specifications for said bid/proposal may be obtained through the Empire State Purchasing Group at the following link: <http://www.bidnetdirect.com/new-york/hastings-on-hudson>

Proposals shall follow the format of the Bid Submission Requirements, including the quote sheet, furnished with the Specifications.

All hard copy proposals must be submitted in sealed envelopes plainly marked "**Cleaning Services for Various Village Buildings.**" Electronic submissions accepted via BidNet only.

The Villages reserves the right to accept or reject any or all bids and to waive any informalities at their discretion, and to award contracts in a manner deemed to be in the best interests of the Village.

A mandatory pre-bid walkthrough is scheduled on Tuesday, April 11, 2023, at 9:00 AM.

Location: Municipal Building, 7 Maple Avenue, Hastings-on-Hudson, NY 10706. Contractors will be asked to walk a short distance to the other buildings within the Village.

All questions should be directed in writing to Mary Beth Murphy by email to:

Villagemanager@hastingsgov.org or by mail to 7 Maple Avenue, Hastings-on-Hudson, NY 10706 by no later than 4:00 PM on April 14, 2023. Answers will be distributed to known bidders and posted to the Village website and BidNet by April 21, 2023.

INSTRUCTIONS TO BIDDERS

1. In order to be valid, all bids must be properly signed and received by the Village by the time and date specified. **DO NOT REMOVE ANY SHEETS FROM THIS BID DOCUMENT.**
2. All bids must be priced per unit, if requested, as specified in the bid specifications. All prices in the proposal must be plainly stated in figures and words. In case of conflict, words will take precedence over figures. Any omissions, erasures, alterations, additions, or items not called for in the itemized proposal, or contain irregularities of any kind, will invalidate the proposal.
3. The Village reserves the right to consider all bids submitted for a period of thirty (30) days and no bidder will be permitted to withdraw their bid during this period. The bid will be awarded to the lowest responsible bidder whose bid complies with the conditions of the bid, provided their bid is reasonable and it is to the interest of the Village to accept it. The successful bidder will be notified at the earliest possible date. The Village reserves the right to reject any and all bids or any portion thereof and to waive any informalities in bids received whenever such rejection or waiver is in the best interest of the Village. The Village also reserves the right to reject the bid of any bidder who has previously failed to perform properly or complete on time work of a similar nature, who is not in a position to perform the work, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, employees, or other business associates.
4. Bid must be accompanied by circulars, brochures, specification sheets and/or samples. Bidder must check each and every paragraph in the appropriate column provided on the right-hand edge of the paper as to compliance or non-compliance with specifications. Any deviation from specifications or the indicated brand shall be clearly stated and fully explained on "Explanation of Exceptions" sheet and by accompanying circulars, specification sheets, or samples with submitted bid. Explanation of exception list shall refer to specification page number and paragraph. Failure to complete this information may result in rejection of the bid. The Village reserves the right to accept equals approved by it.
5. Purchases by the Village of Hastings-on-Hudson are not subject to any Federal, State, or local taxes. Do not include any of these taxes when bidding or invoicing. Exemption Certificates will be furnished upon request.
6. Failure to deliver within the specified time may be cause of cancellation of the order and/or the removal of bidder's name from bidders list.
7. All items delivered must be guaranteed against faulty materials and workmanship. Deliveries of incorrect or faulty items will be rejected and returned at vendor's expense.
8. If the bidder is a corporation, the bid shall be signed in its correct corporate name by a duly authorized officer. If the bidder is a partnership, the bid shall be signed in the full name of the partnership by a duly authorized partner. If the bidder is an unincorporated business firm other than a partnership and a trade name is used, the bid shall be signed in the full trade name of the person(s) conducting the business.

9. Payment will be made within thirty (30) days after receipt of each invoice by the Village, and payment shall not be paid in advance of services being rendered.

10. ADDENDA AND INTERPRETATION. No interpretation of the meaning of the specifications or other contract documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to the Village Manager, Village of Hastings-on-Hudson, 7 Maple Avenue, Hastings-on-Hudson, NY 10706, or via email to VillageManager@hastingsgov.org by no later than 4:00 PM on April 14, 2023. Any and all such interpretation and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be distributed to known bidders and posted to the Village website and BidNet by April 21, 2023. Failure of any bidder to receive any other form, instrument, or document shall bid as submitted. All addenda so issued shall become part of the contract documents.

VILLAGE OF HASTINGS-ON-HUDSON
CLEANING OF VARIOUS VILLAGE BUILDINGS
BID PROPOSAL FORM

Attention: Village Manager
Hastings-on-Hudson, New York

NAME OF BIDDER _____

ADDRESS OF BIDDER _____

We propose to CLEAN THE VARIOUS VILLAGE BUILDINGS IN THE Village of Hastings-on-Hudson, NOTED IN THE SPECIFICATIONS SET FORTH HEREIN AND fully described on the attached sheets which are an integral part of this bid, meeting in all respects the specifications relating thereto, for the bid prices noted herein. Please note that this is a contract for two years, with an additional one-year renewal at the option of the municipality. Please include your price for years one (June 1, 2023 – May 31, 2024), two (June 1, 2024 – May 31, 2025), and renewal option three (June 1, 2025 – May 31, 2026). Prices shall be bid with prevailing wage as per the New York State Article 9 Prevailing Wage Schedule applicable to Westchester County (Bidder shall include applicable section in submission of bid). Certified payrolls will be required.

The Undersigned proposes to enter into a contract in accordance with this proposal for the following stated sums:

VILLAGE OF HASTINGS-OF-HUDSON

Cleaning of Village Hall, Police Department, Library, and James Harmon Community Center.

Total Bid in Writing

_____ Dollars and _____ Cents. Year One

_____ Dollars and _____ Cents. Year Two

_____ Dollars and _____ Cents. Municipal Option Year Three

Total Bid Numerically

\$ **Year One** **Year Two** **Year Three**

Firm Name

(Corporate Seal)

By: _____

Signature

Title:

Address:

Telephone:

Email:

SPECIFICATIONS
VILLAGE HALL, POLICE DEPARTMENT, LIBRARY, JAMES HARMON
COMMUNITY CENTER

Mandatory Pre-Bid Walkthrough will be conducted on April 11, 2023, at 9 AM. Please meet at Village Hall, 7 maple Avenue, Hastings-on-Hudson, NY 10706.

VILLAGE HALL

Offices, Common Areas, & Village Hall Meeting Room

To be completed daily weekdays:

- All trash receptacles emptied and cleaned as necessary and relined with appropriate garbage can liners. The trash will be brought to the garbage shed at the front of Village Hall on Maple Avenue.
- All recycling bins will be emptied and cleaned as necessary. The recycling will be separated and brought to the recycling area near the north side entrance of Village Hall.
- Vacuum all carpeted areas.
- Feather dust all office machinery.
- Feather dust the tops of all filing cabinets and shelving units.
- Clean and sanitize drinking fountains.
- Dust all windowsills.
- Remove all cobwebs behind desks, in ceiling corners, on tops of window casings.
- Wipe off all countertops.
- Clean glass in main entries.
- Spray and wipe plexiglass in offices with microfiber cloths.
- Spot clean carpets as necessary.

Bathrooms

To be completed daily weekdays:

- Sweep and wet mop all floors
- All trash receptacles emptied and relined with appropriate garbage can liners.
- Wash sinks, toilets, and urinals with appropriate disinfectants.
- Wipe down tile walls.
- All sanitary disposal receptacles emptied and cleaned as necessary and relined with appropriate liners.
- Replace all paper products as needed.

Stairs & Hallways

To be completed daily weekdays:

- Vacuum and/or sweep all stairs and landings.
- Damp wipe handrails.
- Damp mop all hard floor surfaces

1 Time Per Week

- Dust blinds, wall hangings, flags, and other picture frames.
- Dust mop all ceiling corners, walls, and areas above windows.

2 Times Per Week

- Wet mop all non-carpeted areas and as necessary during bad weather.

3 Times Per Week

- Dry mop all non-carpeted areas.
- Spot clean all glass doors and partitions.

2 Times Per Year (April & October)

- Shampoo carpets
- Wash all blinds

4 Times Per Year (January, April, July, October)

- Strip and wax Vinyl Coated Tile floors.
- Dust light fixtures.
- Clean and wipe down all desktops.

POLICE DEPARTMENT

PBA Lounge & Common Areas

To be completed daily weekdays:

- All trash receptacles emptied and cleaned as necessary and relined with appropriate garbage can liners. The trash will be brought to the garbage shed at the front of Village Hall on Maple Avenue.
- All recycling bins will be emptied and cleaned as necessary. The recycling will be separated and brought to the recycling area near the north side entrance of Village Hall.
- Feather dust all office machinery.
- Feather dust the tops of all filing cabinets and shelving units.
- Dust all windowsills.
- Remove all cobwebs behind desks, in ceiling corners, on tops of window casings.
- Wipe off all countertops.
- Clean glass in main entries.
- Spray and wipe plexiglass in offices with microfiber cloths.

Bathrooms & Police Locker Rooms

To be completed daily weekdays:

- Sweep and wet mop all floors
- All trash receptacles emptied and relined with appropriate garbage can liners.
- Wash sinks, toilets, and urinals with appropriate disinfectants.
- Wipe down tile walls.
- All sanitary disposal receptacles emptied and cleaned as necessary and relined with appropriate liners.
- Replace all paper products as needed.

Stairs & Hallways

To be completed daily weekdays:

- Vacuum and/or sweep all stairs and landings.
- Damp wipe handrails.
- Damp mop all hard floor surfaces

1 Time Per Week

- Dust blinds, wall hangings, flags, and other picture frames.
- Dust mop all ceiling corners, walls, and areas above windows.

2 Times Per Week

- Wet mop all non-carpeted areas and as necessary during bad weather.

3 Times Per Week

- Dry mop all non-carpeted areas.
- Spot clean all glass doors and partitions.

2 Times Per Year (April & October)

- Wash all blinds

4 Times Per Year (January, April, July, October)

- Strip and wax Vinyl Coated Tile floors.
- Dust light fixtures.

LIBRARY

Offices, Common Areas, Study Rooms, and Multi-purpose Rooms

To be completed daily weekdays:

- All trash receptacles emptied and cleaned as necessary and relined with appropriate garbage can liners. Remove all trash from tabletops, especially in computer area. The trash will be brought to the garbage shed on the north side of the Library in the parking lot.
- All recycling bins will be emptied and cleaned as necessary. Remove all recycling from tabletops, especially in computer area. The recycling will be separated and brought to the recycling area on the north side of the Library in the parking lot.
- Vacuum all carpeted areas.
- Feather dust all office machinery.
- Feather dust the tops of all filing cabinets and shelving units, especially in the Children's Area.
- Clean and sanitize drinking fountains.
- Dust all windowsills.
- Remove all cobwebs behind desks, in ceiling corners, on tops of window casings.
- Wipe off all countertops and tables in all areas.
- Clean glass in main entries and for offices, study rooms, and multi-purpose rooms.
- Spray and wipe plexiglass in offices with microfiber cloths.
- Spot clean carpets as necessary.
- Disinfect all doorknobs and handles.

Bathrooms

To be completed daily weekdays:

- Sweep and wet mop all floors
- All trash receptacles emptied and relined with appropriate garbage can liners.
- Wash sinks, toilets, and urinals with appropriate disinfectants.
- Wipe down tile walls.
- All sanitary disposal receptacles emptied and cleaned as necessary and relined with appropriate liners.
- Replace all paper products as needed.
- Disinfect all doorknobs and handles.

Stairs & Hallways

To be completed daily weekdays:

- Vacuum and/or sweep all stairs and landings.
- Damp wipe handrails.
- Damp mop all hard floor surfaces

1 Time Per Week

- Dust blinds, wall hangings, flags, and other picture frames.
- Dust mop all ceiling corners, walls, and areas above windows.

2 Times Per Week

- Wet mop all non-carpeted areas and as necessary during bad weather.

3 Times Per Week

- Dry mop all non-carpeted areas.
- Spot clean all glass doors and partitions.

2 Times Per Year (April & October)

- Shampoo carpets.
- Wash all blinds.

4 Times Per Year (January, April, July, October)

- Strip and wax Vinyl Coated Tile floors.
- Dust light fixtures.
- Clean and wipe down all desktops.

JAMES HARMON COMMUNITY CENTER

Offices, Common Areas, and Multi-purpose Rooms

To be completed seven days per week:

- All trash receptacles emptied and cleaned as necessary and relined with appropriate garbage can liners. Remove all trash from tabletops, especially in computer area. The trash will be brought to the garbage shed next to the exterior stairs to the Lower Level.
- All recycling bins will be emptied and cleaned as necessary. Remove all recycling from tabletops, especially in computer area. The recycling will be separated and brought to the garbage shed next to the exterior stairs to the Lower Level..
- Feather dust all office machinery.
- Feather dust the tops of all filing cabinets and shelving units.
- Clean and sanitize drinking fountains.
- Dust all windowsills.
- Remove all cobwebs behind desks, in ceiling corners, on tops of window casings.
- Wipe off all countertops and tables in all areas.
- Clean glass in main entries and for offices, study rooms, and multi-purpose rooms.
- Spray and wipe plexiglass in offices with microfiber cloths.
- Spot clean carpets as necessary.
- Disinfect all doorknobs and handles.

Bathrooms

To be completed seven days per week:

- Sweep and wet mop all floors
- All trash receptacles emptied and relined with appropriate garbage can liners.
- Wash sinks, toilets, and urinals with appropriate disinfectants.
- Wipe down stall partitions and doors.
- All sanitary disposal receptacles emptied and cleaned as necessary and relined with appropriate liners.
- Replace all paper products as needed.
- Disinfect all doorknobs and handles.

Stairs & Hallways

To be completed seven days per week:

- Vacuum and/or sweep all stairs and landings.
- Damp wipe handrails.
- Damp mop all hard floor surfaces

1 Time Per Week

- Dust blinds, wall hangings, flags, and other picture frames.
- Dust mop all ceiling corners, walls, and areas above windows.

2 Times Per Week

- Wet mop all non-carpeted areas and as necessary during bad weather.

3 Times Per Week

- Dry mop all non-carpeted areas.
- Spot clean all glass doors and partitions.

2 Times Per Year (April & October)

- Wash all blinds.

4 Times Per Year (January, April, July, October)

- Strip and wax Vinyl Coated Tile floors.
- Dust light fixtures.
- Clean and wipe down all desktops.

SCHEDULING

Cleaning work can begin at the following times:

- James Harmon Community Center: Any time after 4:30 PM
- Library: Any time after 7:00 PM
- Village Hall & police Station: Any time after 9:00 PM

One person on the cleaning crew MUST be able to communicate with Village Staff, if necessary.

SUPPLIES & EQUIPMENT

The Village shall purchase and supply all supplies, tools, materials, equipment, and implements required for cleaning purposes. Contractor shall be responsible for informing the Village of needed supplies with sufficient time for the Village to order supplies.

EXPERIENCE

The Contractor shall present with the proposal evidence that they have at least five (5) years of satisfactory experience in the cleaning of offices and public spaces.

SAFETY FIRST

The contractor shall conduct all operations in a safe manner. All workers shall use all necessary personal protection equipment for the work being performed. All workers shall have proper safety training as it pertains to handling chemicals and disinfectants.

PERFORMANCE REVIEW

Contractor shall be available to meet with the Village Manager and the Village staff member who oversees each building (Building Inspector, Chief of Police, Library Director, and Superintendent of Recreation) to discuss any suggestions or complaints regarding the execution of the contract. It is the expectation that after such meeting, suggestions are to be implemented and complaints remedied.

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 Hastings-on-Hudson, 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.

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 Hastings-on-Hudson:

Commercial General Liability (CGL)	(5,8 & 9)
Each Occurrence	
General Liability	\$1,000,000
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	(1)
Each Occurrence	\$3,000,000
Aggregate	\$3,000,000
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.
- (5) The Village of Hastings-on-Hudson 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.
- (7) If applicable policy should be endorsed to cover snowplow operations.

- (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.

STATEMENT BY BIDDER

It is understood and agreed that this bid and any contract awarded hereon shall be subject to the provisions of Section 103-a of the General Municipal Law, which provides as follows:

§ 103-a. Ground for cancellation of contract by municipal corporations and fire districts. A clause shall be inserted in all specifications or contracts made or awarded by a municipal corporation or any public department, agency or official thereof on or after the first day of July, 1959, or by a fire district or any agency or official thereof on or after the first day of September, 1960, for work or services performed or to be performed, or goods sold or to be sold, to provide that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city 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 of 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 of 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 contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, 1959, or with any fire district or any agency or official thereof on or after the first day of September, 1960, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

The provisions of this section as in force and effect prior to the first day of September, 1960, shall apply to specifications or contracts made or awarded by a municipal corporation on or after the first day of July, 1959, but prior to the first day of September, 1960.

Dated _____

Firm Name

By: _____

Signature & Title

HOLD HARMLESS AGREEMENT
(To be Approved by Your Attorney)

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 hold harmless, the Village of Hastings-on-Hudson, 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 act or omission of passive or concurrent negligent act or omission by the Village of Hastings-on-Hudson 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

CERTIFICATE OF COMPLIANCE WITH NYS SEXUAL HARASSMENT LAW

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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the labor law.

(Legal Name of Bidder)

Date: _____

By: _____
(Authorized Signature)

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT
(To be Completed by Each Bidder)

Each bidder/proposer, any person signing on behalf of any bidder/proposer and any assignee or subcontractor and, in the case of a joint bid/proposer, each party thereto, certifies, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer and any subcontractor or assignee is not identified on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law (the "Prohibited Entities List").

During the term of any contract awarded pursuant to this bid, should the Village of Hastings-on-Hudson (the "Village") receive information that a bidder/proposer is in violation of the above referenced certification, the Village will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Village shall take such action as may be appropriate including, but not limited to, seeking compliance, recovering damages or declaring the bidder/proposer in default.

The Village reserves the right to reject any bid or proposal from a bidder/proposer that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any bidder/proposer that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that
he/she
(Name of Individual Signing this Certification)

Is the _____ of the _____ and that neither
(Title/Position of Signer) (Name of Bidder/Proposer)

The bidder/proposer nor any proposed subcontractor is identified on the Prohibited Entities List.

Print Company Name

By: _____
Signature

Title

Sworn to before me this
_____ day of _____, 20__

Notary Public

BIDDER'S QUALIFICATIONS

The cleaning services work shall be performed by persons regularly engaged in this type of work. The contractor shall furnish, to the satisfaction of the Village, proof of previous experience in the janitorial services field.

A. Provide a list of 3 companies and/or municipalities that you have provided similar service within the last three years. This information must be completely filled out.

1. Company/Municipality Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

2. Company/Municipality Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

3. Company/Municipality Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

B. EXPERIENCE – Number of years' experience providing janitorial services:

The Village will evaluate the experience listed by the Contractor in this bid document. The Village reserves the right to reject the bid proposals in which it is determined that the experience contained in the proposal indicates to the Village an inability on the part of the Contractor to successfully perform or complete the tasks required in the specifications.

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

NON-DISCRIMINATION CLAUSE

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

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color, or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- b. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the Commission of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses "a." through "h." hereinafter called "non-discrimination clauses", and requesting such labor union or representative to agree in writing, whether in such collective bargaining or other agreement or understanding or otherwise, that such labor union or representative will not discriminate against any member or applicant for membership because of race, creed, color, or national origin, and will take affirmative action to insure that they are afforded equal membership opportunities without discrimination because of race, creed, color, or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay, or other forms of compensation, and selection for training or retraining including apprenticeship and on-the-job training. Such notice shall be given by the Contractor, and such written agreement shall be made by such labor union or representative, prior to the commencement of performances of this contract. If such labor union or representative fails or refuses so to agree in writing, the Contractor shall promptly notify the Commission for Human Rights of such failure or refusal.
- c. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the Commission for Human Rights setting forth the substance of the provisions of clauses "a." and "b." and such provisions of the State's Laws against discrimination as the Commission for Human Rights shall determine.
- d. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, or national origin.
- e. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will, permit access to his books, records, and accounts by the Commission of Human Rights, and Owner representatives/counsel for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

- f. The Contract may be forthwith cancelled, terminated, or suspended in whole or in part, by the contracting agency upon the basis of a finding made by the Commission of Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on the behalf of the Owner/Contracting Agency until he satisfied the Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non- discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies otherwise provided by law.

- g. If this Contract is cancelled or terminated under clause "f.", in addition to other rights of the Owner provided in this contract upon its breach by the Contractor, the Contractor will hold the Owner harmless against any additional expenses or costs incurred by the Owner in completing the work or in purchasing the services, materials, equipment, or supplies contemplated by this contract, and the Owner may withhold payments from the Contractor in an amount sufficient for this purpose and recourse may be had against the surety on the performance bond if necessary.

- h. The Contractor will include the provisions of clauses "a.", through "g." in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within jurisdictional locale of the Project being contracted by the Owner. The Contractor will take such action in enforcing such provisions of such subcontract or purchase as the Owner/Contracting Agency may direct, including sanctions or remedies for noncompliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency/Owner, the Contractor shall promptly so notify the Owner's representatives/counsel, requesting him to intervene and protect the interests of the Owner (Contracting Agency's jurisdictional area).

Contractor's Signature

Date: _____

Printed Name and Title