

# REQUEST FOR BIDS

## VILLAGE OF TARRYTOWN

MUNICIPAL BUILDING  
(Village Hall, Police Station, Court)

# CLEANING SERVICES

Bid Date: May 30, 2008 3:00 p.m.

Village of Tarrytown, NY  
21 Wildey Street  
Tarrytown, NY 10591  
Tel: (914) 631-1885  
Fax: (914) 631-1571  
Web Site: [WWW.Tarrytowngov.com](http://WWW.Tarrytowngov.com)

Village of Tarrytown  
Notice to Bidders  
Cleaning Services  
Telephone: 914-631-1885  
Fax: 914-631-1571

The Village of Tarrytown will be accepting bids for a service contract for cleaning services for the new Tarrytown Municipal building at One Depot Plaza.

Specifications may be obtained at the office of the Village Administrator, Village Hall, 21 Wildey Street, Tarrytown, New York, beginning on Friday, May 9<sup>th</sup>, between the hours of 9 a.m. and 4 p.m., Monday through Friday or on our web site [WWW.Tarrytowngov.com](http://WWW.Tarrytowngov.com).

A tour of the building will be conducted on Monday, May 19, 2008 at 3:00 p.m. Those interested in viewing are requested to meet in the lot in the rear. The tour is optional.

All bids are due in the office of the Village Clerk, 21 Wildey Street, Tarrytown, New York on May 30, 2008 prior to 3:00 p.m., at which time they will be publicly opened and read.

The Village of Tarrytown reserves the right to reject any and all bids. No bidder may withdraw their bid within forty-five (45) days after the actual date of the bid opening.

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 9, 2008  
Tarrytown, New York

Michael S. Blau  
Village Administrator

## Cleaning specifications

THE TARRYTOWN MUNICIPAL BUILDING is a two-story 22,000 sq. ft. building which houses the Tarrytown Police Department on one side (1<sup>st</sup> and 2<sup>nd</sup> Floor), and general administrative offices on the other side (both floors). It contains an approximate 1200 sq. ft. court room, 30 offices/work spaces, and 8 bathrooms.

### Daily cleaning – Offices and other spaces in building

- all trash receptacles emptied and cleaned if necessary – trash brought to dumpster in back of Village Hall. Re-line all receptacles with fresh trash liners.
- all recycling bins emptied and cleaned if necessary – recycling brought to dumpster assigned for recycling in back of building (commingled and paper separate).
- vacuum all carpeting
- feather dust all office machinery
- clean and sanitize drinking fountains
- dust all windowsills
- remove all cobwebs
- clean countertops

### Bathrooms – daily cleaning

- sweep all floors
- empty trash
- wash sinks, toilets and urinals with proper disinfectants
- wash both sides of toilet seat with approved germicidal detergent solution
- empty and clean and sanitary disposal receptacles
- fill toilet tissue, soap and towel dispensers (supplies to be provided by Village)
- damp wipe all partitions and stall walls

### Stairs – daily cleaning

- vacuum and/or sweep all stairs and landings
- damp wipe handrails
- damp mop all hard floor surfaces

### Cleaning work to be performed three times per week

- dry mop all non-carpeted floors
- clean glass doors and glass partitions of all finger marks

### Cleaning work to be performed Wednesday and Thursday mornings

- dust surfaces in Courtroom/Boardroom
- dry mop floor

### Cleaning work to be performed once per week

- dust blinds, wall hangings, flags, etc.
- clean employee lounge
- dust mop all ceiling corners, walls and areas above windows

- wet mop all non-carpeted areas

Cleaning work to be performed every 6 months

- clean and wax all floors
- steam clean all carpets
- wash all blinds

Work to be performed during following times:

Administrative offices – to be completed before 8 a.m.

Police Department – to be completed before 8 a.m.

One person on cleaning crew must be able to communicate with village staff.



Response should be sent to Village Clerk, 21 Wildey Street, Tarrytown, NY 10591.  
Response due no later than Friday, May 30, 2008 prior to 3:00 p.m. Inquiries should be  
addressed to Steve McCabe at 914-862-1828.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

24 Hour Phone Number: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

## **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 owners 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 and may deduct the cost thereof from the payment then or thereafter due the Contractor, or at his option, may terminate the Contract and take possession of all materials, tools and appliances and finish the work by such means as he sees fit, and if the unpaid balance of the Contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the owner.

b. If at anytime any objections are made by suit or action or otherwise (whether or not said objections are well founded or fully prosecuted) by any local, state, or Federal Authority, or any other party, against proceeding with said work, the

owner may terminate, at the owner's option, this Contract on paying to the Contractor a fair percentage of the Contract sum, based upon the percentage of the work done, which sum shall be accepted by the Contractor in full payment and discharge of all claims and demands on account of this Contract and proven loss sustained upon any plant or materials and lost profit and damages.

**9. OWNERS' AND CONTRACTORS' PROTECTIVE PUBLIC LIABILITY AND PROPERTY DAMAGE POLICY (OWNER INSURED)**

Original policy to be furnished to Owner. Insurance, to be secured by Contractor, shall have the following minimum limits:

- |                            |              |                     |
|----------------------------|--------------|---------------------|
| a. Bodily Injury           | \$500,000.   | Each Person         |
| Sickness, Disease or Death | \$1,000,000. | Each Occurrence     |
| b. Property Damage         | \$500,000.   | Each Occurrence     |
|                            | \$1,000,000. | Aggregate Each Year |

**10. CERTIFICATES OF INSURANCE (CONTRACTOR INSURED)**

1. Workmen's Compensation (Sec. 57 W.C.I.L. - Form C-105.2)
2. Disability Benefits (Sec. 220 (8) D.B.L. - Form DB-120.1)
3. General Liability

Combined single limit broad form property damage and fire legal liability.

\$1,000,000.00

4. Indemnity and Hold Harmless - Same limits as General Liability.

**NOTE:** Original copies of Insurance Policies affording the above coverage, for which certificates of insurance are to be furnished to the Owner, must be submitted to the Owner for examination along with the submission of the certificate, but the policies will be returned promptly.

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 of 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

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.

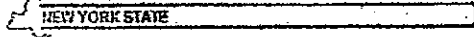
**21. RIGHTS AND REMEDIES OF THE VILLAGE**

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.

**END OF GENERAL CONDITIONS**



Elliot Spitzer  
Governor

New York State Department of Labor

M. Patricia Smith  
Commissioner

- Unemployment Benefits
- Career Services
- Business Services
- Workforce NY Partners
- Workforce & Industry Data
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- Employer Registration
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- Forms and Publications
- FAQs
- Contact Us

Welcome to New York State's Unemployment Insurance  
Prevailing Wage Program.

**IMPORTANT NOTICE**

These wages comply with the New York State Department of Labor formula for establishing Prevailing Wages under Unemployment Insurance (UI) law. The wages are updated semi-annually, based on the findings of the semi-annual Occupational Employment Statistics (OES) survey of employers. The New York State Department of Labor conducts the OES survey in cooperation with the U. S. Department of Labor, Bureau of Labor Statistics.

The information is provided to help employers and unemployed job seekers understand the job titles and wage rates that will determine prevailing wage in local areas across New York State. The UI cutoff wage is a short term for wages that are 10 percent below the UI Prevailing Wages. Wages that fail to meet the "cutoff wage" may be refused by job seekers without forfeiture of their UI benefits for prevailing wage reasons.

These wages are to be used for UI purposes only. They are not to be used, for example, for prevailing wages for Public Work or Foreign Labor Certification purposes.

Effective Date: 9/12/2007

**Unemployment Insurance Prevailing Wage  
(For UI Purposes ONLY)**

Region is: Hudson Valley Criteria is like: Janitors

Region	SOC Code	SOC Title	SOC Description	UI Prevailing Wage	UI Cutoff Wage	Annual Wage
Hudson Valley	37-2011	Janitors and Cleaners, Except Maids and Housekeep	Keep buildings in clean and orderly condition. Perform heavy cleaning duties, such as cleaning floors, shampooing rugs, washing walls and glass, and removing rubbish. Duties may include tending furnace and boiler, performing routine maintenance activities, notifying management of need for repairs, and clearing snow or debris from sidewalks.	\$11.68	\$10.51	\$24,313.00

Records found: 1

This page was last modified on 9/12/2007.