

**TIOGA COUNTY PURCHASING PROGRAM  
CLEANING SERVICES TIOGA COUNTY BUILDINGS  
INSTRUCTION TO BIDDERS**

Bids are to be opened at 11:00 AM, Wednesday, June 28, 2017 in the Tioga County Department of Public Works office, 477 Route 96, Owego, NY 13827 by the Commissioner of Public Works.

Each proposal shall be enclosed in a sealed envelope and must be delivered to the County Public Works Office, as addressed above, so as to be received prior to the time set in the advertisement for opening bids. Said sealed envelope shall clearly state that the envelope contains a bid for cleaning services. All bids received after the designated time stated in the Notice to Bidders will not be considered and will be returned to the bidder unopened.

A certified check or standard irrevocable letter of credit in the amount of Five Thousand (\$5,000) Dollars payable to the Tioga County Treasurer must accompany each bid proposal submitted. The undersigned agrees that the bid security of the successful bidder shall be retained by the County of Tioga as a performance security until the successful completion of the contract. Should the Contractor fail to meet the terms of this contract at any time, the County of Tioga may use and retain some or all of the security as compensation for the extra costs caused by the Contractor's failure to perform. Retention of the performance security does not in any way preclude the County from seeking any and all legal remedies should the Contractor default on the contract.

The bid shall be submitted on Tioga County bid forms or the bid will not be considered. The bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted.

Any change in working or interlineations by the bidder of the inquiry as published by the County of Tioga may be reason to reject the proposal of such bidder or, in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.

The County reserves the right to reject any or all bids, or to waive any informality in bids. All documentation required by these specifications shall be submitted by the bidder as part of the sealed bid at the time of bid opening.

**FIRM BID:** In executing the bid, the bidder affirms that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials, equipment and services. The undersigned has checked all of the bid figures and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing the bid. Mistakes or errors in estimates, calculations, or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

**ACCOUNTABILITY:** The bidder shall be fully accountable for his performance under this bid, or any contract entered into pursuant to this bid, and agrees that the bidders officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act, or omission had, done, or omitted in connection therewith if called before any judicial, County, or State officer or agency empowered to investigate the contractor or his performance.

**DISCREPANCIES:** It shall be the responsibility of each bidder to call to the attention of the County any apparent discrepancy in the specifications or any questions of interpretation thereof. Failure to do so constitutes acceptance of the specifications as written.

**ADDENDUM:** Any addenda to this bid document will be issued in writing, at least forty-eight (48) hours prior to the bid opening. Only formal written addenda will become a part of this contract. Verbal or other addenda shall not constitute addenda. It shall be the bidder's responsibility to determine if any addenda have been issued and to incorporate all addenda in the bid.

**DOCUMENTATION:** The successful bidder shall supply all guarantees, service warranties, and manuals where applicable.

**NON-COLLUSION STATEMENT:** In order to be considered all bids must be accompanied by the enclosed Non-Collusion Statement.

**RIGHT TO REJECT:** The County of Tioga reserves the right to reject any or all proposals and re-advertise if deemed in the best interest of the County.

**CONTRACT DOCUMENT:** Each bid will be received with the understanding that the acceptance thereof in writing by the County, approved by the County Legislature, to furnish any or all items or service described therein shall constitute a contract between the successful bidder and the County. Contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of his bid. Contract shall bind the County on its part to order from successful bidder (except in the case of emergency) and to pay for the services (goods) at the contract prices.

**PRICE INFORMATION AND SAMPLES:** Any bidder must within three (3) days of request of Tioga County provide examples of work to enable Tioga County to compare bids. Bidders must assist with any cross-referencing required upon request by Tioga County. Failure to provide this information requested within three (3) days may lead to rejection of a bid.

**PRODUCT/PRICING INFORMATION:** Bidders are expected to bid on the specified buildings/areas.

**ITEMS TO BE INCLUDED:** Bidders must include the following items with their bid: (1) bid security as stated; (2) a written statement which addresses the bidder's qualifications; (3) signed Non-Collusion Certificates; and (4) Official Bid Sheet and all backup pages.

**PREVAILING WAGE RATE:** The contractor is to pay all of their employees working in Tioga County buildings and facilities as a minimum the wage set as the prevailing wage rate by the New York State Department of Labor, Bureau of Public Works. Additionally, all benefits required under Article 9 of the New York State Labor Law shall constitute the minimum benefits acceptable for the Contractor's employees working in Tioga County buildings and facilities. It is the responsibility of the Contractor to be aware of changes and to implement them in a timely fashion. It is also the responsibility of the Contractor to provide proof of compliance with Article 9 of the New York State labor law to the Supervisor of Buildings and Grounds in the manner prescribed by Law. Tioga County will NOT interpret the attached Prevailing Wage and Benefit rate for the purpose of bidding. All interpretations of this requirement will be made by Officials of the NYS Department of Labor, Bureau of Public works, which has offices in Binghamton and Albany NY. The Contractor shall be responsible for contacting this agency Binghamton 607-721-8005, Albany 518-457-2744.

**CERTIFIED PAYROLLS:** The Contractor shall submit certified payrolls with each payment application in order to receive payment.

Cleaners will be required to clock in at each facility on a time card in a time clock recorder provided by the County. Time cards will be compared to the certified payrolls for accuracy. Any discrepancies between the two (2) records will be ruled in the County's favor and the contractors pay will be reduced by the hourly discrepancy times the employee rate of pay.

**NOTE OF UNDERSTANDING:** Tioga County will strictly enforce the specifications of this bid and require that every standard be met in the timeframes specified.

**TIOGA COUNTY PURCHASING PROGRAM  
CLEANING SERVICES TIOGA COUNTY OFFICE BUILDINGS  
GENERAL TERMS AND CONDITIONS**

- 1. SCOPE:** The County of Tioga seeks to enter into a systems contract for Cleaning Services from which Tioga County government will purchase their cleaning service for the specified Tioga County Buildings/ areas.
- 2. GENERAL DESCRIPTION:** This is a systems contract for cleaning services for the Tioga County Buildings/ areas specified.
- 3. REPORTING REQUIREMENTS:** The Contractor must provide the Tioga County Buildings and Grounds Supervisor with reports as required.
- 4. CONTRACT TERM:** The contract for the Tioga County Office Buildings shall commence as soon as possible and continue for a term of two years. The 2<sup>nd</sup> year of the contract will be adjusted by the increase in prevailing wages. The contract may be extended for up to three (3) additional periods of one (1) year upon written notice from the County of Tioga, the cost, term, and conditions remaining unchanged except that an allowance equal to the number of hours worked per year times the increase in prevailing wage rate will be made. Each extension of one (1) year is at the sole option of Tioga County.
- 5. MINIMUM ACCEPTABLE STANDARDS:** As described in the detailed specifications. Note minimum standards will be enforced on a regular basis and failure to consistently meet them will result in revocation of this contract.
- 6. PERFORMANCE ABILITY:** Bidder must be able to cover vacation periods, illness, and all other causes of absence so that the Tioga County Buildings are cleaned as prescribed in the specifications. All persons assigned full-time, part-time, or temporarily must successfully pass a background check prior to working in Tioga County facilities and they must sign a confidentiality agreement.
- 7. INSPECTION:** Tioga County reserves the right to inspect all work done under this contract and requires all non-conforming work to be brought up to an acceptable standard with no additional charge for doing so. Repeated failure to meet acceptable standards could result in any or all of the following consequences: (1) forfeiture of all or part of the bid security posted by the Contractor; (2) withholding of a portion of the payment due the Contractor; and/or (3) withdrawal of the contract award.
- 8. NOTICE OF AWARD:** The successful bidder(s) will be notified by means of a Tioga County Resolution awarding the contract to the successful vendor. The resolution will have the seal of the Clerk of the Legislature affixed to it.

- 9. RESPONSIBILITY FOR ALL CLEANING PRODUCTS & EQUIPMENT:** All cleaning products and equipment shall be owned by and be the responsibility of the Contractor. All Costs associated with procuring and maintaining these products and equipment shall be built into the bid price. The contractor will provide SDS information for all products to be utilized and maintain these documents in a central location within the County building being cleaned.
- 10. INSPECTION:** The Tioga County Buildings and Grounds Supervisor or his designee will make periodic, random inspections of the County Buildings, and all unacceptable work will be brought to the attention of the Contractor. The Contractor shall have twenty-four (24) hours from the time of notification to rectify the unacceptable work unless the unacceptable work involves a health or safety hazard. For all health and safety hazards, the Contractor shall have a two-hour (2) response time for having personnel at the affected County Buildings to rectify the unacceptable work.
- 11. DELIVERY FAILURES:** Failure of the Contractor to deliver the services specified within the time specified or within a reasonable time as determined by the County or failure to correct unacceptable work shall constitute default. Cleaning Services consistent with this bid may be secured from another source for the remaining time of the contract. Further, the Contractor shall be responsible for all costs incurred by the County to secure another Contractor. The Contractor shall not be liable for failure to deliver contract services that result from fire, flood, strike, act of God, act of government, act of an alien enemy, or by any other circumstances, which in the opinion of the County, are beyond the control of the Contractor. Under such circumstances, however, the County may cancel the contract with no penalty to the County. As a minimum, the County Buildings and Grounds Supervisor will inspect each building prior to paying the monthly invoice and will require all deficiencies to be corrected before the invoice is paid.
- 12. FUND AVAILABILITY:** This agreement shall be valid only to the extent of the monies available to the County of Tioga, and appropriated therefore, and no liability on account thereof shall be incurred by the County beyond the monies available and appropriated for this purpose thereof.
- 13. TAX EXEMPTIONS:** No taxes are to be billed under this contract as a result of this bid. Bids shall not include any federal, state, or local excise, sales, transportation, or other tax, unless federal or state law specifically levies such tax on purchases made by a political subdivision.
- 14. COMPLIANCE:** The Contractor shall comply with all laws, rules, regulations, and ordinances of the Federal government, the State of New York, and any other political subdivisions or regulatory body, which may apply to its performance under this contract.

- 15. DISCRIMINATION:** The Contractor agrees:
- a) That in the hiring of employees for the performance of work under this contract, no contractor, nor any person acting on behalf of such contractor, shall by reason of race, creed, color, sex, national origin, age, disability, marital status, or Vietnam Era veteran status, discriminate against any citizen of the United States who is qualified and available to perform the work to which the employment relates. Tioga County is an Equal Opportunity Employer.
  - b) That no contractor, nor any person on its 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, sex, national origin, age, disability, marital status, or veteran status.
  - c) That this contract may be cancelled or terminated by the County of Tioga and all monies due or to become due hereunder may be forfeited for a violation of the terms or conditions of this section of the contract. The successful bidder to whom the bid is awarded shall indemnify and hold harmless the County of Tioga and its agents and employees from and against all claims, damages, losses, or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.
- 16. ASSIGNMENT:** No assignment or subletting of this contract shall be made without specific prior approval in writing by Tioga County.
- 17. CHANGES IN THE WORK:** The County may, as the need arises, order changes in the service, or products required under these specifications through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the successful bidder and the County of Tioga. Failure to reach agreement can result in termination of this contract.
- 18. METHOD OF AWARD:** The County of Tioga intends to award the contract to the lowest responsive and responsible bidder based upon the grand total for each building. This information is required to enable the County to cross-reference every item to insure that a fair "apples to apples" comparison can be made between bids.
- 19. EXTENSION:** In the event that the contract has terminated and the County has re-bid and is awaiting the results of the re-bid, this contract may be extended by the County on a month-to-month basis until such time as the bid as been awarded and performance started.
- 20. CANCELLATION:** The County reserves the right to cancel the contract at any time during the contract term by written ten (10) days notice of cancellation mailed to the address of the vendor.

**TIOGA COUNTY PURCHASING PROGRAM  
CLEANING SERVICES TIOGA COUNTY BUILDINGS  
SPECIFICATIONS AND REQUIREMENTS**

- 1. OTHER CONTRACTS:** This contract is not an exclusive contract for cleaning services. It is the intent of the County of Tioga to utilize this contract in fulfilling its need for cleaning services at various Tioga County Buildings. However, the County reserves the right to purchase cleaning services contained in this contract from other contracts or quotations, or in the open market, should doing so result in significant savings or other terms and conditions that are more favorable. The County of Tioga further reserves the right to seek separate public bids for items in this contract where doing so may result in more favorable pricing due to quantities, market factors, or other reasons.
- 2. PRODUCT SUPPLIES:** During the term of this contract, the contractor must identify to the Supervisor of the Buildings and Grounds Supervisor upon request, which items being supplied are manufactured by minority business enterprises (M.B.E.'s ). During the term of the contract the Contractor must identify to these officials which items being supplied are made with recycled products.
- 3. ADDITIONS AND DELETIONS:** The County of Tioga reserves the right at any time during the contract term to add or delete cleaning services at prices to be negotiated with the Contractor.
- 4. BIDDER'S QUALIFICATIONS NARRATIVE:** To be considered responsive a bidder must demonstrate to the satisfaction of the County of Tioga that the bidder is capable immediately upon award of contract of meeting the terms and conditions of this contract. By submitting a bid a bidder acknowledges and accepts the right of the County, at its sole discretion, to apply whatever criteria it deems to be reasonable in determining whether or not a bidder can meet all of the terms and conditions of this contract, and to accept or reject a bidder based on the County's determination.

A responsible bidder must be able to demonstrate the experience, financial stability, personnel, stock capacity, and systems to perform this contract. Major criteria to be considered in evaluating these factors are as follows:

Bidders are to accomplish this requirement in a narrative format not to exceed two (2) double-spaced typewritten pages. Number your narrative as indicated below. You may offer added comments at the end of the document if you wish.

- a) Describe equipment product, personnel, and back-up equipment product and personnel, in all phases of cleaning sufficient to meet Tioga County's cleaning requirements.
- b) Each bidder is to provide the company names, addresses, telephone numbers, and names of contact persons of three (3) private companies or units of government with whom you have been under contract for cleaning services in the past five (5) years.
- c) Demonstration of the Contractor's ability to provide experienced technical representatives to handle any needs or questions which come up on a daily basis, and experienced support staff to ensure that this contract is serviced quickly, efficiently, and courteously.
- d) Demonstration of capability to meet the delivery needs of this contract.
- e) Demonstration of billing systems to ensure smooth, correct, and efficient billing to as many separate accounts as are established.
- f) Each bidder must list any other name that you have done business under in the past five (5) years.

A bidder must supply within three (3) days of request any information requested by Tioga County as part of its review of qualifications.

- 5. **INVOICING:** The Contractor shall invoice the Tioga County Public Works, 477 Route 96, Owego, NY 13827, once at the end of each month for services and/or products delivered. The invoice must, as a minimum, include an invoice number, date, description of services rendered including number of hours of service, description of quantity of products supplied, and certified payrolls. Each building's costs and services shall be listed separately on the monthly invoice. Contractor shall additionally ensure that the County Buildings and Grounds Supervisor has on hand all necessary Safety Data Sheets (SDS) for products used in the County Office Buildings.
- 6. **INSURANCE & INDEMNIFICATION: SEE ATTACHED**
- 7. **OVERVIEW:** Total Annual Charge to provide daily (Monday through Friday) cleaning services according to specifications for the Tioga County buildings/areas. All work to be done daily after 5:00 PM except for the Court House, Clerk's, and Court Annex or as specified, except on legal holidays when the buildings are closed and no cleaning services are required. County legal holidays are subject to annual negotiations and may vary from year to



year. For Bid purposes, know that in 2017-2018 there will be twelve (12) legal holidays. If that number varies, adjustments may be negotiated with the County by the Contractor. The Contractor is to provide all personnel and equipment necessary to satisfy the job as specified in the section labeled "Cleaning Specifications".

Additionally, the successful bidder shall provide proof of bonding \$5,000 at least ten (10) days prior to the beginning of the contract and all charges for bonding are to be included under this section. Also include all travel charges and any other expenses that are not specifically excluded.

**Cleaning Agents:** The contractor will provide the County with Safety Data Sheets (SDS) as required by law for all cleaning agents that will be stored by Tioga County. **INCLUDE ALL CLEANING AGENTS IN OVERVIEW.**

Tioga County will provide time clocks at each location. Time charged will be checked against certified payrolls.

**NOTE:** Tioga County is exempt from payment of New York State Sales Tax under Provisions of Section 1116 of the Tax Law of the State of New York. Additionally, Tioga County has the following Federal Tax Exemption number 15-6000468.

**A walk through of the Tioga County Buildings has been scheduled by the Buildings and Grounds Supervisor (607-343-2816) on Wednesday, June 21, 2017 beginning at the Tioga County Hubbard Auditorium, Tioga County Office Building, 56 Main St., Owego, NY 13827.**

**NOTE: Prevailing wage rates as required under Article 9 are attached and shall be met or exceeded. All interpretations of this requirement will be made by Officials of the NYS Department of Labor, Bureau of Public Works, which has offices in Binghamton, NY and Albany, NY. The Contractor shall be responsible for contacting this agency (Binghamton 721-8005, Albany 518-457-6803). The PRC# for this project is 2014900779.**

**TIOGA COUNTY OFFICE BUILDING (COB), 68 TEMPLE ST. & PUBLIC  
WORKS/HIGHWAY BUILDINGS  
CLEANING SPECIFICATIONS**

Cleaning is to be done Monday through Friday after 5:00 PM. A minimum of 50 hours per week is required at the COB and 10 hours at the Highway Garage. Special jobs such as stripping and waxing may be done on weekends with prior approval from the Buildings and Grounds Supervisor. The Cleaners for the buildings shall be responsible for locking all the doors at the COB at 5:00 PM except the ramp door, which shall be locked at 10:00 PM. At no time shall the COB be left unattended between 5:00 PM and 10:00 PM. Work hours at the COB shall be 5:00 PM to 10:00 PM. Work hours at 68 Temple St. shall be one (1) hour per day between 7:30 AM-4:00 PM and shall include only the work listed below separately.

The first and second floors of the COB including all conference rooms and the break room, class rooms, BCC Office, men's & women's rooms and Cornell Cooperative Extension kitchen room in the basement are to be cleaned according to these specifications.

**NIGHTLY**

- 1) Empty all trash cans and replace liners.
- 2) Completely clean, sanitize and deodorize all restrooms. Cleaning includes but is not necessarily limited to scrubbing all plumbing fixtures, sweeping and mopping floors, dusting and/or washing all walls and ceilings as necessary, resupplying toilet paper, paper towels, and soap dispensers. Empty Trash and Sanitary Napkin Containers. NOTE: Tioga County will provide all paper products (toilet tissue, hand towels & cups).
- 3) Vacuum and dust all office complexes.
- 4) Dust-mop all tiled areas, i.e., all hallways and entryways.
- 5) Sweep all stairways and wipe down hand rails.
- 6) Clean and sanitize all drinking fountains.
- 7) Clean and wet mop elevator car.
- 8) General cleaning all hallways/entryways including mop boards.
- 9) Clean in any necessary manner all concrete, tile, or vinyl covering of stairs and stairways.
- 10) Conference room tables shall be wiped down.

### **TWICE WEEKLY**

- 1) General Cleaning and vacuum the Hubbard Auditorium. Dust and polish desk areas. This shall be scheduled to occur before legislative meetings. On occasion (6 times per year) it may be necessary to clean the Auditorium before a special meeting. The Legislative Clerk will notify the cleaners.
- 2) Clean glass at entrances and glass fire doors on main floor and top floor inside and out. Also Personnel and Auditorium glass doors.

### **QUARTERLY**

1. Change Air Fresheners

### **YEARLY**

1. Strip and wax all tile floors.
2. Wax all floors a 2<sup>nd</sup> time.

### **68 TEMPLE ST.**

1. Clean two (2) toilets, one (1) urinal, two (2) sinks and floors in the rest rooms, add toilet paper and towels as necessary daily and trash can in restroom only.

The intent of the preceding specifications is to present a clean and professional appearance of the County facilities. "As Needed" shall be defined by the Tioga County Buildings and Grounds Supervisor.

The successful Contractor is to supply all cleaning equipment, i.e.: trash removal containers, can liners, brooms, dust mops, pails, vacuums, sponges, rags and safety signage. Tioga County will provide storage space for cleaning supplies if requested by the Contractor. Tioga County will supply all paper products and air freshener refills for the Contractor for the building.

The Contractor shall provide background checks for all personnel proposed to work in the buildings to the County. Tioga County Officials will decide based on these checks which personnel are acceptable for use in each of the buildings.

Tioga County shall maintain a complaint journal in the County Office Building at the Clerk's Office and at the Secretary's desk at the Public Works/Highway Building. The cleaners shall review the journal before starting their nightly cleaning and make sure all complaints are addressed.

**HEALTH & HUMAN SERVICES BUILDING (HHS) & PUBLIC SAFETY BUILDING (PSB)  
CLEANING SPECIFICATIONS**

Cleaning is to be done Monday through Friday after 5:00 PM. A minimum of 100 hours per week is required (anticipated to be 4 people working 5 hrs./day) at HHS and 25 hours (1 person 5 nights per week) at the PSB with an additional 2 hours on Sunday. In addition, the PSB multi-purpose room and adjacent men's and women's room shall be cleaned on Sunday night. The PSB cleaning is in the administration area only, with the exception of Thursday when the medical area requires cleaning. There is a bathroom in the Mental Health Clinic that needs to be cleaned at 4:45 PM on Monday & Friday and at 7:45 PM on the other days. No other cleaning shall be done until all clients have left. No cleaning shall be done in the Mental Health records room or adjacent clerical room. Special jobs such as stripping and waxing may be done on weekends with prior approval from the Buildings and Grounds Supervisor.

The entire building is to be cleaned according to these specifications with the exception of the maintenance garage.

**NIGHTLY**

- 1) Empty all trash cans and replace liners.
- 2) Completely clean, sanitize and deodorize all restrooms. Cleaning includes but is not necessarily limited to scrubbing all plumbing fixtures, sweeping and mopping floors, dusting and/or washing all walls and ceilings as necessary, resupplying toilet paper, paper towels, and soap dispensers. Empty Trash and Sanitary Napkin Containers. NOTE: Tioga County will provide all paper products (toilet tissue, hand towels).
- 3) Clean hallways and entryways including glass inside and out and dust-mopping of all tile areas.
- 4) Sweep all stairways.
- 5) Vacuum all hallway carpeted areas.
- 6) Clean all Public Health Clinic areas according to NYS Department of Health specifications.
- 7) Clean and sanitize all drinking fountains.
- 8) Clean and wet mop elevator cars.
- 9) General cleaning all hallways/entryways including mop boards.
- 10) Clean in any necessary manner all concrete, tile, or vinyl covering of stairs and stairways.
- 11) Clean all interior glass as needed including exterior of entry doors.
- 12) Wet mop all concrete and tile floors, i.e.: hallways, stairs, stairways, and entryways.

**TWICE WEEKLY**

- 1) Dust and vacuum all offices.

**ONCE WEEKLY**

- 1) Spray buff all vinyl tile floors and remove scuffmarks as needed.
- 2) Spot cleaning of walls as to remove fingerprints and/or scuff marks.
- 3) Thursday's — Clean medical area in Jail at PSB.
- 4) Sunday's — Clean multi-purpose room , bathrooms & offices

**YEARLY**

1. Strip and wax all tile floors
2. Wax all tile floors a 2<sup>nd</sup> time.

Tioga County shall maintain a complaint Journal in HHS on the 2<sup>nd</sup> floor and at the Sheriffs Secretary's Office at the PSB. The cleaners shall review the journal before starting their nightly cleaning and make sure all complaints are addressed

The intent of the preceding specifications is to present a clean and professional appearance of the County facilities. "As Needed" shall be defined by the Tioga County Buildings and Grounds Supervisor.

The successful Contractor is to supply all cleaning equipment, i.e.: trash removal containers, can liners, brooms, dust mops, pails, vacuums, sponges, rags and safety signage. Tioga County will provide storage space for cleaning supplies if requested by the Contractor. Tioga County will provide all paper products and air freshener refills for the Contractor for the building.

The Contractor shall provide background checks for all personnel to the County on all personnel that you propose to use in Tioga County Buildings. Tioga County Officials will decide based on these checks which personnel are acceptable for use in each of the buildings.

**COURT HOUSE, COURT ANNEX & CLERK'S BUILDING  
CLEANING SPECIFICATIONS**

**These specifications are provided by the NYS Office of Court Administration and must be strictly adhered to. See attached schedule. Tioga County receives reimbursement from NYS for this service so any unsatisfactory cleaning that results in loss of funding shall mean cancellation of the contract.**

**Cleaning shall be done Monday through Friday between 9:00 AM - 4:30 PM. A minimum of 50 hours per week (2 people 5 hours per day) is required at the Court Annex & Clerks Bldg. and a minimum of 25 hours per week (1 person 5 hours a day) is required at the Court House.**

**A complaint journal shall be kept at the Chief Court Clerk's Office on the 2<sup>nd</sup> floor of the Court Annex .The cleaners shall review the journal before starting their nightly cleaning and make sure all complaints are addressed.**

**The Contractor shall provide background checks for all personnel to the County on all personnel that you propose to use in Tioga County Buildings. Tioga County Officials will decide based on these checks which personnel are acceptable for use in each of the buildings.**

## Cleaning Schedule - Tioga County Annex Building

Location/Item	Frequency	Description of Services
<b>Grounds &amp; Building Entry</b>		
Snow removal	As Required	to be completed by opening of office
Sweep walkways/landings	As Required	
Empty Litter containers	Daily	
Hose and Scrub down exterior entry areas	Monthly - QIR	
Check/report deteriorate surfaces	Monthly - QIR	
Clean exterior windows	Annually	100% reimbursable - by County or by contract - exterior windows at grade could be cleaned with more frequency

<b>Public Areas : including lobby, security station, circulation, waiting rooms, conf. rooms</b>		
Sanitize public counter at intake, and security desk	Daily	
empty trash cans/replace liners	Daily	
clean/sanitize drinking fountain	Daily	
sanitize conf. tables, waiting room tables, and chair arms in waiting	Bi-Weekly	
vacuum floors	Bi-Weekly	
Mop tile floors - including ramps and stairs	Bi-Weekly	
Clean interior windows and security and intake windows	Weekly	
sanitize door knobs	Weekly	
sanitize the elevator surfaces	Weekly	
Install and replace floor mats (by entrance ways)	Bi-Monthly or Monthly	The cost of this service is reimbursable at the % we occupy the building.
dust/clean walls, woodwork, doors	Monthly	
clean lobby entrance glass	Monthly	
clean glass ceiling of vestibule and inside light fixtures	Bi-Annually	this might need to be done by County Maintenance staff
Wash interior side of exterior windows	Bi-Annually	
<b>spot clean all areas</b>	<b>As Required</b>	

<b>Private &amp; Public Restrooms</b>		
empty trash cans/replace liners	Daily	
clean/sanitize toilets, toilet seats, toilet bowls, sinks & faucets	Daily	
resupply paper, soap, towels	Daily	check daily, resupply as needed
clean/mop floors	Daily	mop bucket liquid to be changed daily
clean mirrors	Bi-Weekly	
sanitize door knobs	Weekly	
wash walls, stalls etc	Weekly	
<b>spot clean all areas</b>	<b>As Required</b>	



<b>Staff areas (offices, chambers, kitchen/lounge, jury room)</b>		
empty trash cans/replace liners	Daily	
Sanitize public counter at intake	Daily	
vacuum floors	Weekly	
vacuum stairs and staff entry area including walk off carpet	Weekly	
Mop kitchen floor	Weekly	
Clean intake windows	Weekly	
sanitize door knobs	Weekly	
dust window sills, shelving/cabinets, tables etc.	Monthly	dusting should be done to surfaces that have <i>been</i> kept clear.
clean blinds	Quarterly	
dust high walls and ceilings	Bi-Annually	
Wash interior windows	Bi-Annually	
<b>spot clean all areas</b>	<b>As Required</b>	

<b>Courtroom</b>		
empty trash cans/replace liners	Daily	
Sanitize courtroom desks & counter	Daily	
vacuum floors	Weekly	
dust, clean, arrange furniture	Weekly	
dust window sills, doors, frames and shelving/cabinets	Monthly	
clean blinds	Quarterly	
dust high walls and ceilings	Bi-Annually	
Wash interior windows	Bi-Annually	
<b>spot clean all areas</b>	<b>As Required</b>	

<b>Court Evidence Building</b>		
empty trash cans/replace liners	Monthly	
vacuum floors	Monthly	
dust, clean walls, woodwork, doors	Monthly	
mop floors	Monthly	
remove cobwebs	Monthly	
<b>spot clean all areas</b>	<b>As Required</b>	

<b>General Cleaning</b>		
remove cobwebs	Monthly	
<b>spot clean all areas</b>	<b>As Required</b>	
<b>spot clean carpet stains</b>	<b>As Required</b>	

Daily/Weekly Cleaning schedule				
Monday	Tuesday	Wednesday	Thursday	Friday
<b>Public Areas</b>				
empty trash cans/new liner	empty trash cans/new liner	empty trash cans/new liner	empty trash cans/new liner	empty trash cans/new liner
Sanitize public counter and security counter	Sanitize public counter and security counter	Sanitize public counter and security counter	Sanitize public counter and security counter	Sanitize public counter and security counter
clean/sanitize drinking fountain	clean/sanitize drinking fountain	clean/sanitize drinking fountain	clean/sanitize drinking fountain	clean/sanitize drinking fountain
Clean interior windows and security and intake windows	sanitize conf. tables, waiting tables, and chair arms	sanitize elevator surfaces	sanitize conf, tables, waiting tables, and chair arms	sanitize door knobs
vacuum carpets	mop tile - lobby & circulation area		vacuum carpets	mop tile - lobby & circulation area
<b>FIRST FRIDAY OF THE MONTH</b>				
Dust, clean walls, surfaces, doors				
clean lobby entrance glass				
<b>Public/Private bathrooms</b>				
empty trash cans	empty trash cans	empty trash cans	empty trash cans	empty trash cans
clean/sanitize toilets, seats, bowls, sinks and faucets	clean/sanitize toilets, seats, bowls, sinks and faucets	clean/sanitize toilets, seats, bowls, sinks and faucets	clean/sanitize toilets, seats, bowls, sinks and faucets	clean/sanitize toilets, seats, bowls, sinks and faucets
clean/mop floors	clean/mop floors	clean/mop floors	clean/mop floors	clean/mop floors
resupply paper, soap towels as necessary	resupply paper, soap towels as necessary	resupply paper, soap towels as necessary	resupply paper, soap towels as necessary	resupply paper, soap towels as necessary
wash walls/stalls etc.	clean mirrors		clean mirrors	sanitize door knobs
<b>Staff areas (offices, chambers, kitchen/lounge, Jury room)</b>				
empty trash cans	empty trash cans	empty trash cans	empty trash cans	empty trash cans
clean intake window		vacuum carpets	mop kitchen	sanitize door knobs
<b>FIRST FRIDAY OF THE MONTH</b>				
dust window sills, shelving/cabinets, tables etc.				
<b>Courtroom</b>				
empty trash cans	empty trash cans	empty trash cans	empty trash cans	empty trash cans
sanitize courtroom	sanitize courtroom	sanitize courtroom	sanitize courtroom	sanitize courtroom
desk/counter - tables	desk/counter - tables	desk/counter - tables	desk/counter - tables	desk/counter - tables
vacuum carpets		dust, arrange furniture		

**OFFICIAL BID FORM #2017-01  
(No other Form is Acceptable)**

**Total Annual Bid Price For:**

**Tioga County Office Building** \$ \_\_\_\_\_  
**56 Main St, Owego, NY,**  
**68 Temple St. (B&G) &**  
**Public Works/Highway Garage**  
**477 Route 96, Owego, NY**

**Tioga County HHS Building** \$ \_\_\_\_\_  
**1062 State Route 38, Owego, NY &**  
**Public Safety Building**  
**103 Corporate Dr., Owego, NY**

**Tioga County Clerk's Building** \$ \_\_\_\_\_  
**16 Court St., Owego, NY &**  
**Court Evidence Building 22 Court St.,**  
**Owego, NY & Court Annex Building**  
**20 Court St., Owego, NY & Court House,**  
**Court House Square, Owego, NY**

**All Buildings** \$ \_\_\_\_\_

**The Contract will be awarded by building or building group in combination or separately to the lowest responsible and responsive bidder or bidders as determined by Tioga County to be in its best interest.**

**NOTE: The specifications of this contract will be enforced strictly and failure to consistently meet these standards will result in the cancellation of this contract.**

**With my signature, I certify that I am an authorized representative of \_\_\_\_\_ and that I am empowered by said company to submit a legally binding bid for these services (and goods). Further, that the amounts contained on this page are in fact our total annual charge for the services (and goods) as specified. In addition, I recognize that this bid may not be altered or withdrawn for a period of forty-five (45) calendar days beginning on the day following the bid closing**

date stated in the notice to bidders. (Tioga County is not responsible for errors in calculations, extensions, or oversights).

**Name of Company (Type or Print)** \_\_\_\_\_

**Address (Type or Print)** \_\_\_\_\_

**Telephone (Type or Print)** \_\_\_\_\_

**Fax (Type or Print)** \_\_\_\_\_

**Name (Type or Print)** \_\_\_\_\_

**Title (Type or Print)** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date (Type or Print)** \_\_\_\_\_

**HAVE YOU:**

**CHECKED CALCULATIONS?**

**SIGNED AND ATTACHED NON-COLLUSION FORM?**

**INCLUDED BID SECURITY**

**AFFIXED "BID DOCUMENT - "DO NOT OPEN" LABEL?**

**SIGNED PROPOSAL — BID FORM?**

**RETURN YOUR BID TO:**

**GARY HAMMOND, P.E.  
COMMISSIONER OF PUBLIC WORKS  
477 ROUTE 96  
OWEGO, NY 13827**

**TO ALL BIDDERS**

In accordance with the New York State General Municipal Law the following Non-Collusion form must accompany each proposal.

**NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid or proposal, the bidder certifies that:

- (A) this bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor:
- (B) or proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor:
- (C) no attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal:
- (D) the person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalty of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf:
- (E) that attached hereto (if a corporated bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporated bidder.

\_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Signature)

**TIOGA COUNTY, NEW YORK**  
**General Contract and Insurance Specifications**

<b>Project Description or Contract Number:</b>	Cleaning Services
<b>Date Issued:</b>	Thursday, June 08, 2017 8:14 AM
<b>Vendor name (“Contractor”):</b>	
<b>County Department:</b>	Public Works

**Please read these specifications very carefully.** These specifications are part of your contract with Tioga County. It is advisable that you forward a copy of these specifications to your insurance agent. Tioga County’s waiver of any requirement(s) set forth herein shall not constitute a waiver of any other contract provision.

**Part I. General Provisions**

1. The Contractor shall procure and maintain during the term of this contract, at the Contractor’s expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits.
2. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by Tioga County, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor.
3. Every required coverage type shall be on an “occurrence basis” unless otherwise specified or allowed.
4. The Contractor may utilize a combination of primary and umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage.
5. Proof of insurance coverage shall be provided on an ACORD 25 form or acceptable equivalent. All insurance certificates must be approved by the County Department of Law or its designee.
6. The amount of self-insured retention or deductibles must be disclosed on the certificates of insurance. The contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
7. Tioga County reserves the right to request a certified copy of any policy and any endorsement thereto.
8. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated “A-, XI” or better by A.M. Best (Current Rate Guide).
9. If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon Tioga County may exercise any rights it has in law or equity, including but not limited to the following:
  - (a) immediate termination of the contract;
  - (b) withholding any / all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR
  - (c) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by Tioga County shall be repaid upon demand, or at the County’s option, may be offset against any monies due to the Contractor.

**Part II. Required Insurance – Minimum coverage types and amounts**

1.

<b>Coverage Type</b>	<b>Minimum Limits</b>												
<p><b><u>Commercial General Liability per standard ISO form or equivalent with no modification of coverage for contractual liability</u></b></p> <ul style="list-style-type: none"> <li>All endorsed policy exclusions shall be disclosed by submittal of forms</li> <li>Tioga County shall be named Additional Insured, on a primary, non-contributory basis. The additional insured requirement shall be provided by ISO endorsement forms CG 20 10, CG 20 37 and CG 20 01 (or equivalent forms) and shall not contain any exclusion for bodily injury or property damage arising from completed operations. Submittal of the specified Additional Insured forms is required with the ACORD 25.</li> </ul>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding-left: 40px;">General Aggregate</td> <td style="text-align: right;">\$2,000,000</td> </tr> <tr> <td style="padding-left: 40px;">Products &amp; Completed Operations Aggregate</td> <td style="text-align: right;">\$2,000,000</td> </tr> <tr> <td style="padding-left: 40px;">Personal &amp; Advertising Injury</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td style="padding-left: 80px;">Each Occurrence</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td style="padding-left: 80px;">Fire Damage</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td style="padding-left: 80px;">Medical Expense</td> <td style="text-align: right;">\$5,000</td> </tr> </table>	General Aggregate	\$2,000,000	Products & Completed Operations Aggregate	\$2,000,000	Personal & Advertising Injury	\$1,000,000	Each Occurrence	\$1,000,000	Fire Damage	\$0.00	Medical Expense	\$5,000
General Aggregate	\$2,000,000												
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Personal & Advertising Injury	\$1,000,000												
Each Occurrence	\$1,000,000												
Fire Damage	\$0.00												
Medical Expense	\$5,000												
<p><b><u>Automobile Liability (Comprehensive Form)</u></b> Must cover owned, non-owned, leased and hired vehicles.</p>	<p>\$1,000,000 Combined Single Limit</p>												
<p><b><u>Professional Liability</u></b></p> <ul style="list-style-type: none"> <li>If “Claims Made” coverage, must be maintained continuously for a minimum of two (2) years after contract termination</li> <li>Shall <b>not</b> contain restrictions for               <ul style="list-style-type: none"> <li>✓ Contractual liability</li> <li>✓ Express warranties or guarantees</li> <li>✓ Personal injury</li> </ul> </li> </ul>	<p>\$1,000,000 Each Claim \$1,000,000 Annual Aggregate</p>												
<p><b><u>Pollution Liability (Occurrence Basis)</u></b> If work includes remediation of Hazardous Substances</p>	<p>\$1,000,000 Each Occurrence</p>												
<p><b><u>Umbrella / Excess Liability (Following Form)</u></b></p> <ul style="list-style-type: none"> <li>To extend over CGL, Auto</li> </ul>	<p>\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate</p>												
<p><b><u>Workers’ Compensation and Employer’s Liability</u></b> If you have no employees (sole proprietor) a NYS Workers’ Compensation Board issued waiver of the Workers’ Compensation requirement is acceptable</p>	<p>Part 1 – Statutory Part 2 – (Unlimited in NYS) \$100,000 Each Accident \$500,000 Disease Policy Limit \$100,000 Disease Each Employee</p>												
<p>(Proof of either Workers’ Compensation Insurance or a NYS Workers’ Compensation Board issued waiver of the Workers’ Compensation insurance requirement is mandated by state law. There are no exceptions to this law.</p>													

2. The certificate face shall:

- indicate coverages and minimum amounts required in part II.1
- provide that the coverage(s) shall not be cancelled, terminated or materially changed (including an insurance limits reduction) unless prior written notice has been given to the Tioga County.

3. The Additional Insured & Certificate Holder should read:

County Of Tioga  
**Attn: Law Department**  
 56 Main Street, Owego, NY 13827

### **Part III      Defense and Indemnification**

**The following provisions concerning indemnification shall not be construed to indemnify the County for damages arising from bodily injury to persons or property contributed to, caused by or resulting from the sole negligence of the County or its employees.**

The Contractor agrees to indemnify and hold the County of Tioga and any officer, employee and/or agent thereof free and harmless from any and all losse(s), penalty(ies), damages, settlement(s), cost(s), charge(s), professional fee(s) or other expense(s) or liability(ies) of every kind arising from or relating to any and all claim(s), lien(s), demand(s), obligation(s), action(s), proceedings or causes of action of any kind in connection with, or arising directly or indirectly from the negligent error(s) and/or omission(s) and/or act(s) of the Contractor (including Contractor's employees, agents and/or subcontractors) in the performance of this agreement.

Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute (including specifically but not limited to New York State Labor Law §§ 200; 202; 240 & 241), ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid,.

### **Part IV      Safety**

Tioga County specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of contractor's employees, subcontractor's employees, county employees or member(s) of the general public on county property. This reservation of rights by Tioga County in no way obligates Tioga County to inspect the safety practices of the Contractor.

If Tioga County exercises its rights pursuant to this part, the contractor shall be given three days to cure the defect, unless Tioga County, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to Tioga County's legal obligation to continuously provide contractor's service to the public or Tioga County's immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect.

If the Contractor fails to cure the identified defect(s), Tioga County shall have the right to immediately terminate this contract. In the event that Tioga County terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by Tioga County in re-bidding the work and /or by the increase in cost that results from using a different vendor.