

**SPECIFICATIONS AND PROPOSAL FORM**  
**FOR**  
**THE CLEANING OF VARIOUS VILLAGE BUILDINGS**  
**VILLAGE OF TARRYTOWN, NEW YORK**  
**CONTRACT# 2023-01**



**Tarrytown:**  
**Karen G. Brown, Mayor**  
**Richard Slingerland, Village Administrator**  
**Kristine Gilligan, Village Clerk**  
**Antoinette Morales, Village Treasurer**

**BIDS DUE: 11 a.m. on Wednesday, January 25, 2023, at Tarrytown Village Hall, 1 Depot Plaza, Tarrytown, NY, 10591 in the Office of the Village Clerk.**

**VILLAGE OF TARRYTOWN, NY  
CLEANING OF VARIOUS VILLAGE BUILDINGS**

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**LEGAL NOTICE TO BIDDERS**  
**Facility Cleaning Contract**  
Village of Tarrytown, NY

PLEASE TAKE NOTICE that sealed bids will be received until 11 a.m. on Wednesday, January 25, 2023, at the Office of the Village Clerk, One Depot Plaza, Tarrytown, New York 10591, at which time they will be opened and read aloud:

Contract 2023-01 – Cleaning of Various Village Buildings in the Village of Tarrytown as per specifications.

The necessary specifications and bid proposal form are available on our website at [tarrytowngov.com](http://tarrytowngov.com) or at the Village Administrator's Office and provided in the following pages.

The bid shall be submitted in a sealed envelope plainly marked:  
"Bid for Cleaning of Various Village Buildings – Tarrytown, Contract #2023-01."

The Village of Tarrytown reserves the right to accept or reject any or all bids and to award the contract to the lowest responsible bid deemed to be in the best interests of the village.

A walk-through of Village buildings in Tarrytown is scheduled for Monday, January 9, 2023, at 9:30 AM starting at the Village Administrator's Office, 1 Depot Plaza Tarrytown NY 10591. Questions are due on January 17, 2023 at 3:30 PM and should be directed to Village Administrator Richard Slingerland at 631-1785 or [administrator@tarrytowngov.com](mailto:administrator@tarrytowngov.com). Answers will be posted on the Village's website and/or sent to the interested parties.

Richard Slingerland  
Tarrytown Village Administrator

Dated: Friday, December 30, 2022

## **CLEANING OF VARIOUS VILLAGE BUILDINGS**

### **INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS**

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 his/her bid during this period. The bid will be awarded to the lowest responsible bidder whose bid complies with the conditions of the bid, provided his 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. Bids 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 Tarrytown 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 bidder's 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.

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## CLEANING OF VARIOUS VILLAGE BUILDINGS

### INSTRUCTIONS TO BIDDERS (continued)

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 Administrator, Village of Tarrytown, One Depot Plaza, Tarrytown, NY 10591 or at [administrator@tarrytowngov.com](mailto:administrator@tarrytowngov.com) to be given consideration must be received at least five (5) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders, at the respective addresses furnished for such purpose, not later than three days prior to the date fixed for the opening of bids. 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. Prospective bidders are cautioned concerning the use of a Post Office box address as telegraphic addenda cannot be sent to Post Office Boxes.

**VILLAGE OF TARRYTOWN, NY CLEANING OF VARIOUS VILLAGE BUILDINGS**

**BID PROPOSAL FORM**

Attention: Village Administrator  
Tarrytown, New York

NAME OF BIDDER \_\_\_\_\_

ADDRESS OF BIDDER \_\_\_\_\_

We propose to CLEAN THE VARIOUS VILLAGE BUILDINGS IN THE Village of Tarrytown, 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. Bids for the village of Tarrytown should be provided. Please note that this is a contract for two years, with an additional one-year renewal at the Village’s option. Please include your price for years one (April 1, 2023 – March 31, 2024), two (April 1, 2024 – March 31, 2025) and renewal option three (April 1, 2025 – March 31, 2026). Prices shall be bid with prevailing wage (schedule included with bid). Certified payrolls will be required.

The Village reserves the right to award to separate cleaning companies based upon the best interests of the Village of Tarrytown.

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

**ITEM #1**

**VILLAGE OF TARRYTOWN**

*Cleaning of Village Hall, Police Department, Old Police Headquarters, Senior Center and Parks and Recreation Center and the Public Works Facility pricing for years one, two and three. Tarrytown is requesting a quote for the cleaning of windows (both inside and out) in the said buildings twice per year (the price for windows to remain in place for entire contract). It is understood that the Village may award the bid with or without window cleaning.*

**Total Bid in writing – cleaning of various buildings (Village Hall, Police Department, Old Police Headquarters, Senior Center, Parks & Recreation Building, Public Works Facility)**

\_\_\_\_\_ 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

**Total Bid in writing – cleaning of windows – Twice per year**

**\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents. Twice Per Year for Two Cleanings**

**Total bid (numerically) (Price Per Year for Two Cleanings)**

**\$ \_\_\_\_\_**

Firm Name

\_\_\_\_\_

(Corporate Seal)

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

Title:

Address:

Telephone Number:

Email address:

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**VILLAGE OF TARRYTOWN  
CLEANING OF VARIOUS VILLAGE BUILDINGS**

**SPECIFICATIONS**

**Tarrytown Police Department - One Depot Plaza – 6,800 SF**

**Daily, Weekdays (Offices and other Common Areas)**

- All trash receptacles emptied and cleaned (if necessary, and relined with appropriate garbage can liners. The trash will be brought to the dumpster in the back of Village Hall.
- All recycling bins will be emptied and cleaned (if necessary.) The recycling will be separated and brought to the dumpster assigned for that specific type of recycling, in the back of Village Hall.
- Wipe off all countertops.
- Clean glass in main entries.
- Clean police locker rooms and police gymnasium and make sure there is no obvious debris on the floor.
- Clean and sanitize drinking fountains.

**Daily, Weekdays (Bathrooms)**

- Sweep and mop all floors.
- Empty trash.
- Wash sinks, toilets, and urinals with appropriate disinfectants.
- Wash both sides of toilet seats with approved germicidal chemical.
- Empty and clean the sanitary disposal receptacles.
- Damp wipe all partitions and stall walls.
- Replace all paper products as needed.
- Re-fill soap dispensers as needed. Check on a daily basis.
- Clean Mirrors.

**Daily, Weekdays (Stairs)**

- Sweep all stairs and landings.
- Damp wipe handrails.
- Damp mop all hard floor surfaces.

**3 Days Per Week (Monday, Wednesday, Friday)**

- Dry mop all non-carpeted floors.
- Vacuum all carpeted areas.
- Spot clean all glass doors and glass partitions.
- Sweep clean outdoor area at the rear of the Village Hall/Police Department (north side of sally port) adjacent to area where dumpsters are located
- Sweep clean the outdoor area in front of the Police Department
- Sweep clean the front door area of the old Police Headquarters



**1 Days Per Week (Mondays)**

- Dust Blinds, wall hangings, flags, etc.
- Dust and Clean top of lockers in Female & Male Locker Rooms
- Feather dust all office machinery.
- Feather dust the top of all file cabinets.
- Dust all windowsills.
- Clean employee lounge 2<sup>nd</sup> floor of Village Hall and Police Department (One Depot)
- Dust mop all ceiling corners, walls and areas above the windows.
- Wet mop all non-carpeted areas.
- Wipe down all gym equipment (in Police Department).
- Damp mop gym/weight room floor in Police Department.
- Remove all cobwebs.
- Spot clean carpet, if necessary or upon request.

**Saturdays at Police Department Only**

- Remove all trash and recycling.
- Clean police restrooms.

**2 Times Per Year (January and July)**

- Shampoo carpets.

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

- Strip and wax VCT floors.
- Clean air diffusers.
- Dust light fixtures.

**Tarrytown Old Police Headquarters – 150 Franklin St – 1,100 SF**

*Location Note: Only two bathrooms, two offices and main entry way to be cleaned – all other rooms are not to be cleaned.*

**1 Day Per week (Tuesdays)**

- Sweep and mop all floors.
- Wash sinks, toilets, and urinals with appropriate disinfectants.
- Wash both sides of toilet seats with approved germicidal chemical.
- Empty and clean the sanitary disposal receptacles.
- Damp wipe all partitions and stall walls; clean mirrors
- Replace all paper products as needed; Re-fill soap dispensers as needed.
- Vacuum all carpeted areas.
- Wipe off all countertops.

**Tuesdays & Fridays -** Empty trash & recycling containers.

**1 Time Per Month (1<sup>st</sup> Tuesday of Month)**

- Dust top of file cabinets, windows, etc. Clear cobwebs. Spot Clean Carpet.

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## **Tarrytown Village Hall – One Depot Plaza – 10,000 SF**

### **Daily, Weekdays (Offices and other Common Areas)**

- All trash receptacles emptied and cleaned (if necessary, and relined with appropriate garbage can liners. The trash will be brought to the dumpster in the back of Village Hall.
- All recycling bins will be emptied and cleaned (if necessary.) The recycling will be separated and brought to the dumpster assigned for that specific type of recycling, in the back of Village Hall.
- Clean and sanitize drinking fountains.
- Wipe off all countertops.
- Clean glass in main entries.

### **Daily, Weekdays (Bathrooms)**

- Sweep and mop all floors.
- Empty trash.
- Wash sinks, toilets, and urinals with appropriate disinfectants.
- Wash both sides of toilet seats with approved germicidal chemical.
- Empty and clean the sanitary disposal receptacles.
- Damp wipe all partitions and stall walls.
- Replace all paper products as needed.
- Re-fill soap dispensers as needed. Check on a daily basis.
- Clean Mirrors.

### **Daily, Weekdays (Stairs)**

- Sweep all stairs and landings.
- Damp wipe handrails.
- Damp mop all hard floor surfaces.

### **3 Days Per Week (Monday, Wednesday, Friday)**

- Wet mop all non-carpeted floors.
- Vacuum all carpeted areas.
- Spot clean all glass doors and glass partitions.
- Sweep clean outdoor sidewalk area in front of Village Hall (facing railroad station)
- Sweep clean outdoor area at the rear of the Village Hall

### **1 Day Per Week (Mondays)**

- Dust Blinds, wall hangings, flags, etc.
- Feather dust all office machinery.
- Feather dust the top of all file cabinets.
- Dust all windowsills.
- Clean employee lounge/kitchen 2<sup>nd</sup> floor of Village Hall
- Dust mop all ceiling corners, walls and areas above the windows.
- Remove all cobwebs.
- Spot clean carpets, if necessary, and/or upon request.

**2 Times Per Year (January and July)**

- Shampoo carpets.

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

- Strip and wax VCT floors.
- Clean air diffusers on the ceilings.
- Dust light fixtures.

**Tarrytown Senior Center – 240 West Main Street – 7,800 SF**

**3 Days Per Week (Monday, Wednesday, Friday)**

- All trash receptacles emptied and cleaned (if necessary, and relined with appropriate garbage can liners)
- All recycling bins will be emptied and cleaned (if necessary).
- Vacuum all carpeted areas.
- Wet mop all non-carpeted floors.
- Wipe off all countertops in all rooms.

**3 Days per week BATHROOMS (Monday, Wednesday, Friday)**

- Sweep and mop all floors
- Empty Trash
- Wash sinks, toilets and urinals with appropriate disinfectants
- Wash both sides of toilet seats with approved germicidal chemical
- Empty and clean the sanitary disposal receptacles
- Damp wipe all partitions and stall walls with appropriate cleaning chemical
- Replace all paper products as needed; Re-fill soap dispensers as needed.
- Clean Mirrors

**1 Days per Week (Mondays)**

- Feather dust all office machinery.
- Feather dust the top of all file cabinets.
- Dust Blinds, wall hangings, flags, etc.
- Dust mop all ceiling corners, walls and areas above the windows.
- Dust all windowsills.
- Remove all cobwebs.
- Spot clean carpet, if necessary, and/or upon request.

**1 Day Per Year (June, July or August)**

- Deep Clean Entire Kitchen
  - Including but not limited to: Clean/degrease interior and exterior of oven, stove, refrigerator, drawers, cabinets, stove hood

**2 Times Per Year (January and July)**

- Shampoo carpets.
- Strip and wax VCT floors.

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

- Dust air diffusers on ceilings.
- Dust light fixtures.

**Alternative A:**

**Camp Cleaning Schedule at the Senior Center, by separate order. The Village will provide written notice 30 days in advance if this is required, depending on whether we have camp at the Senior Center or at another location. If camp is held at another location, this camp cleaning will not be required. This will be on a 6-week to 8-week schedule, depending on local programming. Therefore the quote should provide a weekly price.**

**Tarrytown Senior Center – 240 West Main Street – 7,800 SF**

**5 Days Per Week (Monday through Friday)**

- All trash receptacles emptied and cleaned (if necessary, and relined with appropriate garbage can liners)
- All recycling bins will be emptied and cleaned (if necessary).
- Vacuum all carpeted areas.
- Wet mop all non-carpeted floors.
- Wipe off all countertops in all rooms.

**5 Days per week BATHROOMS (Monday through Friday)**

- Sweep and mop all floors
- Empty Trash
- Wash sinks, toilets and urinals with appropriate disinfectants
- Wash both sides of toilet seats with approved germicidal chemical
- Empty and clean the sanitary disposal receptacles
- Damp wipe all partitions and stall walls with appropriate cleaning chemical
- Replace all paper products as needed; Re-fill soap dispensers as needed.
- Clean Mirrors

**Tarrytown Parks and Recreation Center – 238 West Main St., Labor Day through Memorial Day (Fall, Winter, Spring) – 11,000 SF**

**Bathrooms/Locker Rooms (Interior and Exterior) Daily (7 days per week)**

- Sweep and wet mop all floors, including Showers.

- Clean entire shower. Clean shower curtain once per week (Monday)
- Empty trash.
- Wash sinks, toilets, and urinals with appropriate disinfectants.
- Wash both sides of toilet seats with approved germicidal chemical.
- Empty and clean the sanitary disposal receptacles.
- Damp-wipe all partitions and stall walls, including Shower Walls, with cleaning chemical.
- Replace all paper products as needed in appropriate dispenser
- Re-fill soap dispensers as needed. Check on a daily basis.
- Change dirty/soiled garbage bags on a daily basis
- Clean Mirrors.

#### **All Other Areas: 3 Days Per Week (As needed)**

- All trash receptacles emptied and cleaned (if necessary, and relined with appropriate garbage can liners.)
- All recycling bins will be emptied and cleaned (if necessary).
- Dry mop in the fitness center & studio
- Wet mop floors except fitness center & studio
- Wipe off all countertops.

#### **All Other Areas: 1 Day Per Week (Monday)**

- Feather dust all exercise equipment.
- Feather dust all office machinery.
- Feather dust the top of all file cabinets.
- Dust blinds, wall hangings, flags, etc.
- Dust mop all ceiling corners, walls and areas above the windows.
- Dust all windowsills.
- Remove all cobwebs.
- Vacuum Carpets

#### **2 Times Per Year (January and July)**

- Shampoo carpets.
- Strip and wax VCT floors.

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

- Dust air diffusers on the ceilings and walls.
- Dust light fixtures.

## **Tarrytown Parks and Recreation Center – 238 West Main St., Memorial Day through Labor Day (Summer)**

#### **Bathrooms/Locker Rooms (Interior and Exterior) Daily (7 days per week)**

- Sweep and wet mop all floors, including Showers.
- Clean entire shower. Clean shower curtain once per week (Monday)
- Empty trash.

- Wash sinks, toilets, and urinals with appropriate disinfectants.
- Wash both sides of toilet seats with approved germicidal chemical.
- Empty and clean the sanitary disposal receptacles.
- Damp-wipe all partitions and stall walls, including Shower Walls, with cleaning chemical.
- Replace all paper products as needed in appropriate dispenser
- Re-fill soap dispensers as needed. Check on a daily basis.
- Change dirty/soiled garbage bags on a daily basis
- Clean Mirrors.

**All Other Areas: 7 Days Per Week**

- All trash receptacles emptied and cleaned (if necessary, and relined with appropriate garbage can liners.)
- All recycling bins will be emptied and cleaned (if necessary).
- Dry mop in the fitness center & studio
- Wet mop floors except fitness center & studio
- Wipe off all countertops.

**All Other Areas: 1 Days Per Week (Monday)**

- Feather dust all exercise equipment.
- Feather dust all office machinery.
- Feather dust the top of all file cabinets.
- Dust blinds, wall hangings, flags, etc.
- Dust mop all ceiling corners, walls and areas above the windows.
- Dust all windowsills.
- Remove all cobwebs.
- Vacuum Carpets

**2 Times Per Year (January and July)**

- Shampoo carpets.
- Strip and wax VCT floors.

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

- Dust air diffusers on the ceilings.
- Dust light fixtures.

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## **Tarrytown Public Works Facility – 4 Division Street – 1,700 SF**

### **DAILY SERVICE (Weekdays, 5 days, Monday through Friday):**

#### **ALL AREAS**

- All trash receptacles emptied and cleaned and relined with appropriate garbage can liners.
- All recycling bins will be emptied and cleaned (if necessary).
- Vacuum all walk-off mats.
- Wet mop all non-carpeted floors.
- Clean reachable (by standing) windows and doors – interior and exterior – of any fingerprints.
- Vacuum and/or sweep all stairs and landings.
- Damp wipe handrails.
- Change dirty/soiled garbage bags on a daily basis

#### **BATHROOMS (including locker rooms)**

- Sweep and wet mop all floors, including showers.
- Wash sinks, toilets, and urinals with appropriate disinfectants.
- Wash both sides of toilet seats with approved germicidal chemical.
- Wipe down mirrors
- Damp-wipe all partitions and stall walls, including Shower Walls, with cleaning chemical.
- Replace all paper products as needed; check on a daily basis
- Re-fill soap dispensers as needed; Check on a daily basis.
- Change dirty/soiled garbage bags on a daily basis

#### **KITCHEN AREA**

- Sweep and wet mop all floors.
- Wash sinks, countertops and appliances with appropriate disinfectants.
- Replace all paper products as needed.
- Re-fill soap dispensers as needed.
- Wipe down tables, chairs and vending machines
- Clean and sanitize drinking fountains.

### **1 Day Per Week (Mondays):**

- Feather dust all office machinery, chairs and desks.
- Feather dust the top of all file cabinets.
- Dust Blinds, wall hangings, flags, etc.
- Dust mop all vents, ceiling corners and wall.
- Dust all windowsills.
- Remove all cobwebs.
- Dust all doors

### **2 Times Per Year Service (January, July)**

- Strip and wax VCT floors. Includes: cleaning of baseboards, edges and three (3) coats of floor finish

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

- Clean interior of appliances (stove, microwave, refrigerator)
- Buffing the VCT floors
- Clean air diffusers on ceilings and walls and floors.
- Dust light fixtures.

**Village of Tarrytown Facility Required Items/Notes**

*Pre-bid walkthrough Scheduled for Monday January 9, 2023 at 9:30 AM. Meet at 1 Depot Plaza, Tarrytown NY 10591, Village Administrator's Office*

- ***Public Works Facility***
  - Cleaning service excludes areas for vehicle storage, mechanic garage and water department.
  - Cleaning hours shall be between the hours of 3:30 p.m. and 8:00 p.m. Monday through Friday
  - The trash shall be brought to a dumpster at the DPW Facility.
  - The recycling shall be separated and brought to a dumpster assigned for that specific type of recycling at the DPW Facility.
- ***Village Hall and Police Department***
  - Cleaning work in the Administrative Offices and Police Department may not begin until at least 5:00 p.m. and must be completed by 8 a.m.
  - Any item placed in a “RED” plastic bag and placed in the “RED” Biohazard Disposal Container in the Police Department sally port shall not be disposed of by cleaning personnel.
- ***Tarrytown Parks and Recreation Center***
  - No cleaning to occur between 9:00 AM and 4:00 PM
- ***All Village of Tarrytown Facilities***
  - There must be separate sponges and buckets utilized for sanitary purposes – one set for kitchen sinks and counters, one set for bathroom sinks and counters, one set for bathroom toilets and urinals.
  - One person on the cleaning crew must be able to communicate with village staff.
  - The Village purchases all cleaning & facility related supplies including but not limited to paper towels, toilet paper, hand towels, soap, ammonia/cleaning fluid, garbage liners, bleach, general cleaning fluid, etc. We only ask that our vendor request the supplies of us in advance so that there is no lapse in service. Please note we buy these supplies of State & County contract, so we may need to work with the selected vendor to find a viable substitute in some cases.



- Equipment included is as follows: vacuums, mops, mop buckets, rolling garbage cans, floor buffer (senior center only). Weekly task worksheets to be submitted the following Monday to specified individuals and with each monthly invoice.
- Large furniture items (conference tables, couches, desks) will remain in place and need not be moved for carpet cleaning/stripping & waxing the floors
- Relative to holidays: Only the Police Station (1 Depot Plaza) and Recreation Center (238 Main street) need to be cleaned on holidays as these facilities operate 7 days a week. All facilities need not be cleaned on Thanksgiving or Christmas Day.
- Facility access varies by facility. For Village Hall and the Police Department – cleaning crews must check-in daily at the police desk to receive a set of keys for the facility. For Public Works, Recreation and Senior Center, a set of keys will be provided.

**CLEANING OF VARIOUS VILLAGE BUILDINGS**

**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 canceled 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 and Title

**VILLAGE OF TARRYTOWN, NY  
CLEANING OF VARIOUS VILLAGE BUILDINGS**

NON-COLLUSIVE BIDDING CERTIFICATION

(A) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(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.

(B) A bid shall not be considered for award nor shall any award be made where (A) (1), (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (A) (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of subparagraph (A).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in the above subdivision of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

This is to affirm, under penalties of perjury, that the above statements are true and correct.

Dated \_\_\_\_\_

(Corporate Seal)

Firm Name \_\_\_\_\_

By: \_\_\_\_\_

Signature and Title

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

**AGREEMENT FOR CLEANING SERVICES**

This is an Agreement for cleaning services dated as of   April 1  , 2023, by and between the  
Village of:   Tarrytown  

(hereinafter referred to as “The Village”)

AND

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

\_\_\_\_\_  
Name, Address, City, State, Zip Code

\_\_\_\_\_  
Phone:

\_\_\_\_\_  
E-mail:

**Article 1. Scope of Work**

The Company agrees to perform all services set forth in and in accordance with the bid document entitled “Specification and Proposal Form for the Cleaning of Various Village Buildings, Contract # 2023-01”, which is annexed to and made a part of this Agreement as Exhibit A (the “Services”).

**Article 2. Term**

The term of this agreement shall be from April 1, 2023, through March 31, 2025. The Village shall have the right to extend this agreement for another one-year term, from April 1, 2025 through March 31, 2026 pursuant to the terms of the bid specifications and the response from The Company pursuant thereto.

**Article 3. Performance of Services**

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

**Article 4. Compensation and Payment**

For satisfactory performance of the Services, the Village agrees to compensate the Company on a monthly basis. Payments shall be made by the Village within thirty (30) days of receipt of an invoice. Invoices for the Village of Tarrytown shall be accompanied by completed weekly worksheets and certified payrolls to comply with Prevailing Wages for the applicable monthly invoice. Should there be

a question or dispute regarding the invoice submitted, the Village shall make payment within thirty (30) days after receipt of acceptable answers to the questions posed or after resolution of the dispute.

Article 5. Independent Contractor

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

Article 6. Insurance

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

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

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

Each policy of insurance shall contain clauses to the effect that (i) such insurance (except professional liability) shall be primary without right of contribution of any other insurance carried by or on behalf of the Village with respect to its interests, (ii) it shall not be cancelled, including without limitation, for non-payment of premium, or materially changed or not renewed without ten (10) days prior written notice to the Village, and the Village shall have the option to pay any necessary premiums and charge the cost back to the Company.

#### Article 7. Indemnification

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

#### Article 8. Responsibility to Correct Deficiencies

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

#### Article 9. Waiver and Severability

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

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

#### Article 10. Miscellaneous

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

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

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

Article 11. Termination

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

Article 12. Entire Agreement

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

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

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

Village of Tarrytown

By: \_\_\_\_\_  
Richard Slingerland, Village Administrator

THE COMPANY

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

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

**CLEANING OF VARIOUS VILLAGE BUILDINGS**

**CONTRACTOR'S ACKNOWLEDGMENT**  
(If Corporation)

STATE OF NEW YORK )

SS:

COUNTY OF WESTCHESTER)

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

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

**CONTRACTOR'S ACKNOWLEDGMENT**  
(If Individual)

STATE OF NEW YORK )

SS:

COUNTY OF WESTCHESTER)

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

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



**CLEANING OF VARIOUS VILLAGE BUILDINGS**

CONTRACTOR'S ACKNOWLEDGMENT  
(If Partnership)

STATE OF NEW YORK            )  
  SS:  
COUNTY OF WESTCHESTER)

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

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

**CLEANING OF VARIOUS VILLAGE BUILDINGS**

CERTIFICATE OF AUTHORITY

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

Date:

(Corporate seal)

Signature \_\_\_\_\_

STATE OF NEW YORK )

SS:

COUNTY OF WESTCHESTER)

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

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