LEGAL NOTICE NOTICE TO BIDDERS DOBBS FERRY UNION FREE SCHOOL DISTRICT DOBBS FERRY, NEW YORK 10522

ADVERTISEMENT FOR BID

2017-2018 CLEANING SERVICES BID #1718-26

Notice is hereby given that bids will be received by the Board of Education of the Dobbs Ferry School District (the District), for the Cleaning of the Springhurst Elementary School and Dobbs Ferry Middle/High Schools, for the **contract period from July 1, 2017 through June 30, 2018.**

Specifications and bid proposals may be secured online at <u>www.dfsd.org</u> (click on the *Bids* link).

Sealed proposals will be **received by mail or in person** at the District's Facilities Office located at 505 Broadway, Dobbs Ferry, New York 10522, **or by email** at <u>robertind@dfsd.org</u> until **3:00 P.M.**, **Monday March 20, 2017.** At that time the bids will be publicly opened and read aloud.

There will be a mandatory pre-bid meeting (walk through) on **Wednesday, March 8, 2017 at 1:30 P.M.** to begin in the **Board Room** of the Dobbs Ferry High School.

The District is not responsible for bids opened prior to the bid opening if bid name, number and opening date do not appear on the envelope.

The bidder assumes the risk of delay in the mail or in the handling of the mail by employees of the District as well as improper hand delivery.

The Board of Education reserves the right to waive any informalities in the bids, to reject any and all bids, and to accept any part of a bid or alternate bid which in the opinion of the Board will be in the best interest of the District.

February 28, 2017

District Clerk Dobbs Ferry Union Free School District

BOARD OF EDUCATION DOBBS FERRY UNION FREE SCHOOL DISTRICT

Specifications for contract cleaning services for the Dobbs Ferry Union Free School District.

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Mandatory Pre-Bid Meeting (Walk Through): Wednesday March 8, 2017 at 1:30 P.M. Dobbs Ferry High School Board Room

Bid Opening:

Monday March 20, 2017 at 3:00 P.M. Dobbs Ferry High School Board Room

Mailing address:

District Contact:

Facilities Office Dobbs Ferry UFSD 505 Broadway Dobbs Ferry, New York 10522

Dave Robertin (914) 693-1500, Ext. 3044

DOBBS FERRY UNION FREE SCHOOL DISTRICT DOBBS FERRY, NEW YORK 10522

INSTRUCTIONS TO BIDDERS

- 1. Each proposal is to be submitted in an opaque envelope marked with the name of the bidder and the bid title. Proposals must be made upon bid forms furnished by the Dobbs Ferry School District.
- 2. Any bid submitted will be binding for <u>45 days</u> subsequent to the date of bid opening. This period may be extended by mutual agreement.
- 3. The Board of Education reserves the right to waive any informalities in, or to reject, any and all bids and to re-advertise, and to accept any part of a bid or alternate bid which in the opinion of the Board will be in the best interest of the District.
- 4. The Board of Education reserves the right to make awards in part or as a whole.
- 5. Do not detach or separate the sheets in this set. Submit this completed set as your bid.
- 6. An "Affidavit of Non-Collusion" is attached and forms a part of this bid.

FAILURE TO SIGN THE AFFIDAVIT OF NON-COLLUSION WILL CONSTITUTE GROUNDS FOR REJECTION OF THE BID.

INSTRUCTIONS TO BIDDERS (continued)

The bidders shall refer to the advertisement for information regarding the time and place of the receipt of bids.

Proposals shall be in the form provided with the specifications and shall be addressed to the **Facilities Office**, **505 Broadway**, **Dobbs Ferry**, **New York 10522** and plainly marked on the outside of the envelope with the name of the bidder, the bid number and the title of the work upon which the proposal is based.

All amounts shall be given in both letters and figures, and all signatures shall be in longhand. Proposals which are incomplete, conditional, or obscure, may be rejected as informal. No oral telephoned proposals or modifications of proposals will be considered. The Board of Education reserves the right to waive minor informalities in any bid or bids. Proposals received after the appointed time will not be considered and will be returned to the bidder unopened.

Each bidder, before submitting a proposal, shall carefully examine the specifications, and other contract documents, shall visit the site (at a time approved by the Board) and fully inform himself as to existing conditions and limitations, and shall cover in his proposal all materials, labor, transportation and utensils necessary or required for the full performance of the work as set forth in the specifications.

Should a bidder find discrepancies, complications, or omissions in the specifications or the plans, or should he be in doubt as to their true meaning, he shall at once notify the Director of Facilities in writing, and the Director of Facilities will send instructions to all on record as having received copies of the specifications. The Board shall not be held responsible for oral instructions.

The Board of Education reserves the right to reject any or all bids and to accept any part of a bid or alternate bid which in the opinion of the Board appears to be in the best interest of the District.

The contractor shall at all times keep the premises free from accumulation of waste material or rubbish caused by his employees or work and the completion of the work. He shall remove all his rubbish and surplus materials and leave the work site clean and ready for use.

The contractor shall assume all obligations to hold the Board of Education free and harmless from every expense, liability or payment by reason of any injury to any person or persons suffered or his subcontractors or anyone directly employed by him in the performance of the work.

The contractor shall also protect from damage the property upon which the work is to be done as well as surrounding properties and if any damage occurs, he shall at his own expense, repair or otherwise pay for such damages to the entire satisfaction of the Board of Education. All required insurance must be in effect and continued during the life of the contract as follows:

| Worker's Compensation: | Statutory limits and coverage |
|---|-------------------------------|
| Commercial General Liability: | |
| Each Occurrence: | 1,000,000 |
| General Aggregate | 2,000,000 |
| Products Completed Operations Aggregate | 2,000,000 |
| Personal Injury | 1,000,000 |
| Medical Expense | 5,000 |
| Fire Damage Legal Liability | 500,000 |
| | |
| Automobile Liability: | |
| Combined single | 1,000,000 |

The Dobbs Ferry UFSD shall be an additional insured on the CGL and Automobile Liability policies, through ISO additional insured endorsement CG 20 10 11 85 or equivalent.

The policy naming The Dobbs Ferry Union Free School District as an additional insured shall state that the contractor's coverage shall be **primary and non-contributory** for The Dobbs Ferry UFSD, its Board, employees and volunteers.

Proof of the carrying of Workmen's Compensation, property damage and public liability insurance in the required amounts must be filed with the Board of Education within two weeks of the awarding of the contract. In the event claims are in excess of such amounts, the excess or any portion thereof may be withheld from payment due or to become due under the contract until such time as the contractor shall furnish such additional security covering such claims as may be determined by the Board of Education.

The contractor shall comply with all state and local laws, regulations, and ordinances and shall obtain and pay for all permits necessary to carry out the work under contract.

All labor shall be performed by skilled workers. The contractor shall not employ workers, subcontractors or means which may cause a stoppage or delay in the work under this contract or any other work in or about the premises of these buildings or any buildings or premises under the control of the Board of Education.

The contractor shall pay to each employee not less than the prevailing hourly wage rate for the trade or occupation of each employee in accordance with Section 220, sub-division 3, and 220-d of the Labor Law of the State of New York. Certified payroll providing proof of prevailing wage payments must be submitted with each invoice.

The contractor shall limit the use of water and electricity for actual needs only. The contractor shall give his work adequate personal supervision. **Assignability of Contract**: The contractor is prohibited from assigning, transferring, conveying, subletting, or disposing of this contract or any part thereof, or any payment to become due thereunder, or of his right, title, or interest thereon, or his power to execute such contract to any other person or corporation without the previous consent in writing of the Board awarding the contract. In any instance where the contractor fails to comply with this clause, this contract may be immediately declared by the District to be breached.

NOTICE TO BIDDERS

The enclosed Non-Collusive Bidding Certification form, Performance Statement Form, and Specification Data Sheet, are part of this specification and signature on proposal forms endorses full compliance with all sections of this specification.

All bids delivered in person to the Facilities Office, 505 Broadway, Dobbs Ferry, NY, must be <u>dated</u> and <u>stamped</u> upon delivery. It is the contractor's responsibility to see that this is done. Further, timely delivery is the responsibility of the bidder.

DOBBS FERRY UNION FREE SCHOOL DISTRICT 505 BROADWAY DOBBS FERRY, NY 10522 BID PROPOSAL CERTIFICATIONS Bid #1718-26

| Firm Name: | |
|-------------------|--------------|
| Business Address: | |
| Telephone #: | Date of Bid: |

I. General Bid Certification:

The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment and/or services as proposed on this bid.

II. Non-Collusive Bidding Certification:

By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, (or work or services performed or to be performed or goods sold or to be sold), shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in 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 any competitor, and

3) No attempt has been made or will be made by the bidder to influence any other person, partnership or corporation to submit or not 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 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 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 if 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 a 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 subparagraph (1).

Any bid thereafter made in 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 concerns the certification referred to in subdivision one of the 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.

Signature (Authorized) and Title:

PERFORMANCE STATEMENT

Bid Security:

Each bid must be accompanied by the certified check of the bidder or by the bid bond duly executed by the bidder as principal and having as surety a company approved by the owner, in an amount not less than five percent (5%) of the amount of the bid.

Qualification of Bidder:

Each proposal must be accompanied by a verified statement of the bidder showing the following:

- 1. A list of buildings of the same or similar general characteristics as the herein described buildings wherein the bidder has performed similar cleaning services. Such service shall have been performed by the bidder for a period of not less than two (2) years.
- 2. The name of a bank as reference to the financial stability of the bidder.
- 3. The bidder shall be prepared to submit proof of financial responsibility as required by the school district.

Security of Faithful Performance:

Simultaneously with his delivery of the executed contract, the successful bidder must deliver to the owner:

- 1. An executed performance bond of a corporate surety licensed to do business in the State of New York in the amount of one hundred percent (100%) of the accepted bid for the faithful performance of the terms, covenants, and conditions of the contract. Performance bond must have rating of A+ or A.
- 2. Certificates of:
 - a. Workmen's Compensation insurance
 - b. Comprehensive Public Liability insurance
 - c. Comprehensive Property Damage insurance
 - d. The school district is to be named as an additional insured under policies of this section (2b and 2c) including the appropriate endorsements.
- 3. Provision of evidence by the bidder that his employees are bonded.

Liquidated Damage for Failure to Enter into Contract:

- 1. The successful bidder upon failure or refusal to execute and deliver the contract, bond, insurance certificates and statements required under a, b, and c above, within eight (8) days after he has received notice of the acceptance of the bid, will forfeit to the owner, as liquidated damages for such failure or refusal, the security posted with his bid.
- 2. No bidder will be considered who plans to sub-contract any of the work to be done.

Performance:

- 1. Failure to perform all or any part of this contract, or failure to perform satisfactorily, may result in termination of this said contract at the option of the Dobbs Ferry Union Free School District upon ten (10) days written notice if all specifications and conditions of the contract are not fulfilled. However, nothing in this paragraph will be construed as limiting any obligation on the part of the bidder.
- 2. All cleaning, both nightly and periodically, shall be completed to the satisfaction of the Superintendent of Schools or his/her designated representatives, i.e., the Assistant Superintendent, the Director of Facilities or school custodial staff.
- 3. The services set forth are for the purpose of description rather than limitations.
- 4. The School District further reserves the right to back charge and deduct from the contractor's monthly payment at double time rate for school district employees to complete all work left incomplete or unsatisfactory and for services not rendered according to the terms of the contract.

Payment:

1. Payments for the school year performance will be made monthly. Payment for summer cleaning will be made after completion of the work to the satisfaction of the Dobbs Ferry Union Free School District. The District will deduct from the contractors monthly invoice appropriate sums set by the Assistant Superintendent for services that are called for in the bid specifications that are not received. The amount of the deduction will double if the services that are not received are services that have been neglected on a regular basis.

Duration of the Contract:

The contract will run from July 1, 2017 through June 30, 2018.

Award Requirements:

- 1. The bidder shall list all names under which it is currently operating or has operated within the last five (5) years.
- 2. The Board of Education may make such investigation as it deems necessary to determine the ability of the bidder to perform the work in connection therewith, and the bidder shall furnish to the Board of Education all such information and data as the Board may request. The Board reserves the right to reject any bid if evidence submitted by its investigation of such bidder fails to satisfy the Board that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. No bid shall be accepted or contract awarded to any contractor whose performance of any previous contract has been determined to be unsatisfactory. The Board of Education reserves the right to be the sole judge in this decision.
- 3. Bidder will submit, if so required, certified financial statements; such statements will be in the ordinary form as usually required by banks from entities desiring a loan. Such statements shall include a listing of any and all judgments and liens against the bidder.

- 4. Bidder will submit with his bid the name of a bank as a reference to the financial stability of the bidder.
- 5. The contract awarded to the successful bidder shall contain the following provision: "The contractor hereby consents to an audit of any and all financial records relating to this contract by the New York State Department of Audit and Control."
- 6. The submission of a bid by a contractor will be construed as indication that he is fully informed as to the extent and character of the work, labor, or equipment required, and can perform the work or supply equipment satisfactorily to the full intent of the specifications without any extras. His bid shall include the furnishings of all labor, materials, and equipment as required by the work to be done or the services to be rendered.
- 7. The Board of Education shall award the contract, if at all, to the lowest responsible bidder or the bidder determined to be in the best interest of the District, meeting specifications. It is mutually agreeable, however, that no contract becomes valid or is binding on either party thereto, until the necessary funds have been approved by the voters of the district at the annual meeting or special meeting called for the purpose of establishing funds and/or multi-year contracts, and such contracts are approved by the Superintendent of Schools and State Department of Education.
- 8. Award, if any, will be made to the lowest responsible bidder or the bidder determined to be in the best interest of the District, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the services, materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.
- 9. The contract may be extended or renewed at its expiration date upon the mutual consent of both parties for additional one-year periods. Such renewals shall not extend the original contract period beyond five years from the date service commences. The Board of Education in electing to extend the contract as provided herein, may in its discretion, increase the amount to be paid in each year of the contract extension by an amount not to exceed the regional consumer price index for the New York, NY-Northeastern, NJ area based upon the index for all urban consumers (CPI-U), during the preceding twelve-month period, provided it has been satisfactorily established by the contract or that there has been at least an equivalent increase in the amount of the cost of operation, during the period of the contract.

PROPOSAL FORM

TO: The Board of Education of the Dobbs Ferry Union Free School District 505 Broadway Dobbs Ferry, NY 10522

Dear Sir or Madam:

Pursuant to and in compliance with your advertisement for bids dated <u>February 28</u>, <u>2017</u>, the undersigned, having become familiar with the local conditions affecting the cost of work, the working drawings, the specifications, including advertisement for bids, instructions to bidders, and having examined the site, hereby proposes to furnish all labor, materials, transportation, and equipment necessary or required for the performance and completion in a work-like manner of all work to the specified school buildings in strict accordance with the specifications for the annual rate of:

| \$ | (numbers) |
|---|---|
| | (text) |
| Proposed hourly rate for additional clean | ning services time, if requested by district: |
| \$ | (numbers) |
| | (text) |
| Contract Duration: Ju | ly 1, 2017 through June 30, 2018 |
| Signed | |
| By: | |
| Title: | |
| Dated: | |
| This proposal is submitted by: | |
| 1. An individual doing business as | · |
| 2. A partnership doing business under t | the firm name of |
| 3. A corporation incorporated under the | e law of the State of New York doing |
| business under the name of | |

SPECIFICATIONS

Location of Work:

First and second floors and the garden level of Springhurst and the first and second floors of the Middle School and the first, second, and third floors of Dobbs Ferry High School, classrooms, and offices. All staircases, hallways and common areas in all schools from garden level to third floors are also included. The Superintendents', Assistant Superintendents and Facilities offices are excluded. Floor plan indicating administrative office locations will be provided by the Director of Facilities. The approximate square footage of the Dobbs Ferry Middle School/High School is 231,820. The approximate square footage of Springhurst Elementary School is 102,842.

Floor Materials and cleaners:

Floors in the District include vinyl tile, hardwood floors, carpeted floors, and terrazzo stone. Contractor shall supply floor sealer and floor finish which shall be thermoplastic material only, such as "Plastik" or Vestal X-L 34, or equal, as approved by the Director of Facilities. Products must be OGS approved green cleaning products. See link for list of products-<u>https://greencleaning.ny.gov/Entry.asp</u>. Neutral Cleaner should be used for mopping and scrubbing. Heavy duty strippers and cleaners for wax build-up along edge of baseboard must be strong enough for removal, but not harmful to the floor. Material Safety Data Sheets for products must be provided to the Facilities Department.

Equipment:

Contractor shall provide and maintain all equipment necessary to perform duties.

Supplies:

Contractor shall provide all green, commercial supplies necessary to perform duties including, but not limited to, cleaning supplies and trash can/recycling can liners. District shall supply the toilet paper, paper towels and hand soap only. Quality of materials supplied by the contractor is subject to the approval of the District.

Security:

Contractor must exercise a high degree of care to prevent unauthorized removal of property and transfer of supplies. Contractor employees shall lock all doors, close all windows, and turn out all lights as an area is completed. The contractor assumes full responsibility for all keys assigned to personnel. No rooms shall be left unlocked and unattended at any time.

Storage:

All contractor equipment and supplies shall be stored in areas designated by the Director of Facilities.

Recycling:

All solid waste and recyclable materials will be disposed of and all personnel will be trained in solid waste management according to the guidelines of Westchester County Law, Chapter 825. Materials will not be commingled. See nightly duties for further instructions.

Personnel:

- 1. Contractor will provide adequate personnel on a daily basis to meet contract requirements.
- 2. Contractor must use the prevailing wage rates for employees hired under this contract. With each invoice contractor must provide documentation of wages paid in accordance with federal and state regulations.
- 3. Contractor will be responsible for supplying a list of employees and number of hours worked to produce the results desired by the school district. Contractor will make an effort to retain the same employees for the duration of the contract.
- 4. Daily time sheets (sign-in) are to be kept by the contractor and attested to by the supervisor. Sign in sheets must be submitted weekly.
- 5. Prior to working on District property, all personnel must have NYSED fingerprint clearance/background check at contractor's expense per district and state regulations. A roster of all employees and substitutes must be submitted to the Director of Facilities.
- 6. Contractor employees will be photographed and issued a district ID card.
- 7. Contractor employees will sign in and out with District Custodian, and pick up keys at beginning of shift and return keys at end of shift to District Custodian.
- 8. At the Middle School/High School complex, contractor employees will enter and exit at the middle school entrance only. At the Springhurst School, contractor employees shall enter and exit through the main Springhurst entrance only.
- 9. All cleaning company employees will abide by the District policy, which prohibits smoking in the buildings or on the grounds of the Dobbs Ferry School District.
- 10. All contractor employees must turn off lights and lock doors when finished cleaning a room.
- 11. The District reserves the right to require replacement of contractor employees as the District deems appropriate.
- 12. Contractor's employees may not carry in or out personal bags.

Hours and Staffing:

Daytime Hours and Staffing at Springhurst Elementary School:

- 1.Hours: 10:00 A.M. to 3:00 P.M.
- 2.Staffing: A total of 2 people: 2 people at Springhurst (dining hall and kitchen) for a minimum of 25 hours each.

Daytime Hours and Staffing at Dobbs Ferry Middle School/High School:

- 1. Hours: One person 8:30 A.M. 1:30 P.M. and one person 12:00 P.M. 5:00 P.M.
- 2. Staffing: A total of 2 people at Middle School/High School, for a minimum of 25 hours each

Nighttime Hours and Staffing:

1. Hours: 4:00 P.M. to 9:00 P.M.at Springhurst Elementary School

5:00 P.M. to 10:00 P.M. at Middle School/High School

2.Staffing: HS/MS – A minimum of 45 hours nightly (9 people)

Springhurst – A minimum of 35 hours nightly (7 people)

3. Supervision: A supervisor shall be included as part of the staffing requirements for each school-Springhurst and the MS/HS- during nighttime hours. The supervisor shall be fluent in English.

Hours and Staffing - continued:

Normal maintenance shall be done Monday through Friday between the hours of 4:00 P.M. and 11:00 P.M. Extra work such as build-up along baseboard and edge may be done on weekends if approved by the school district.

Contractor will be requested to work around school schedule. Samples are: "Back-to-School Night"; Athletic Events; Concerts; Board of Education Meetings; Parent/Teacher Conferences

Note: Hours are as stated above unless otherwise requested by the Director of Facilities or his/her designated agent.

Duties

Day Cleaning/Daily Duties

Kitchen- must be thoroughly cleaned before day cleaners leave:

- Sweep and wet mop floors- all areas including concession stand (in MS/HS) and under all equipment
- Wipe down walls
- Mop bathroom
- Remove garbage as needed (do not commingle materials)
- Clean offices
- Clean tables
- Wash floor mats

Dining Hall and Student Bathrooms (adjacent to Dining Hall)

- Wet mop all floors
- Remove garbage from cafeteria and adjacent hallways (do not commingle materials)
- Clean and wipe tables and floors in cafeteria and adjacent hallways, per provided drawings, during and after all lunch periods
- Restock restrooms as needed

After final lunch period:

- Wet mop floors
- Wash down walls, windows, and ledges daily
- Replace all tables and chairs to original setup
- Check and remove trash from dining halls, lobbies and gymnasiums (do not commingle materials)
- Restock restrooms as needed

Weekly Day Cleaning Duties:

- Sweep and wet mop storeroom, offices, walk-in refrigerator/freezer during the day
- Clean vents in bathrooms
- Wipe down vending machines in cafeteria and gymnasium lobby

Duties – continued:

Daily Night Cleaning/Nightly Duties

- Sweep and/or dust mop (hard floor) areas
- Sweep and/or dust stairwells, landings and handrails
- Thoroughly wash all floors nightly
- Wet-mop all traffic lanes
- Wet-mop stairwells
- Vacuum all carpeted areas (soft floors)
- Spot clean all carpets daily as needed
- Empty baskets and other receptacles, and replace garbage bags and liners in each
- Remove rubbish in plastic liners to designated dumpsters outside buildings. Area surrounding dumpsters must be kept free from debris. (do not commingle materials)
- Recycling:
 - Cardboard boxes must be broken down and put in the recycling bin designated for paper
 - Recyclable plastics and cans must be emptied from bag into the recycling bin designated for bottles and cans
- Dust office furniture, windowsills, and all other surfaces up to 84" high
- Clean entry door glass and wipe metal trim
- Spot-clean all interior partitions and door glass
- Remove finger marks from woodwork, walls and partitions
- Clean all drinking fountains and polish bright work and sanitize same (corridors and classrooms)
- Daily check of all soap, toilet paper and hand-towel dispensers and refill as needed
- Clean and disinfect lavatory fixtures and floors
- Damp-wipe lavatory walls, tile portions only
- Clean and service lavatory dispensers from client's stock
- Spot clean lavatory walls, stall partitions, and window sills
- Clean lavatory mirrors and bright work on sinks
- Damp-wipe blackboards and clean chalk trays
- Shut shades half way
- Leave on designated night lights, secure doors and windows
- Maintain janitor's closets, and clean related equipment
- Breakdown setups in cafeteria as needed for after school events. Re-set up cafeteria for next day
- Dust furniture and windowsills and wipe clean desk tops
- Sweep entry vestibules and clean floor

Once Weekly Night Cleaning Duties:

- Spray/buff all corridors and all rooms weekly. Wash thoroughly before spray/buffing
- Clean vents in bathrooms
- Spot clean carpets, classrooms and hallways
- Wash out garbage pails
- Scrap gum/food from floor
- Damp mop hard floors
- Wipe down all flat surfaces, door knobs, handles etc.

Daily Night Cleaning/Nightly Duties - Specific Area Cleaning Tasks

Gymnasiums: (Middle School, High School, and Springhurst)

- Gymnasium floors are to be dust mopped each night with a Gym Master Dust Mop (Treska Products) 72", or an equivalent mop that is oil free.
- Spot mopping to be done as needed for spillage, etc. Damp mop is to be used with neutral detergent.
- Locker Room and Shower Areas are to be swept and wet mopped with disinfectant cleaner
- Disinfect the Weight Room and the Aerobics Room
- Sweep and wet mop the bleachers before and after games
- Daily check of all soap, toilet paper and hand-towel dispensers and refill as needed
- Contractor will be available to work around the gym schedule including sporting events, and special events
- Locker rooms must be cleaned after hours of use; time to be designated by the Director of Facilities

Auditorium:

- Vacuum/sweep auditorium floor
- Mop auditorium stage and seating area
- Spot clean all carpets, daily as needed

Periodic Cleaning for all schools - monthly, quarterly, bi-annual, breaks and summer recess

Monthly:

Walk through with head/senior custodian to review cleaning

Four Times Per Year:

- High-dust partitions, vents and moldings. Power-scrub all lavatory ceramic tile flooring.
- Vacuum and dust ceiling ventilation grates

Twice Yearly:

- Strip and refinish all hard floor surfaces, where appropriate
- Clean all baseboards and furniture bases
- Clean carpets
- Wash interior and exterior windows in both buildings in April and August

During Week Long Breaks:

Cleaning should take place during the day.

<u>Periodic Cleaning for all schools – continued:</u>

Summer Break:

Daily cleaning should continue in areas used during the summer to maintain the same standards of cleaning as throughout the school year. A meeting shall take place prior to June 30th each year to establish staffing requirements and hours. A schedule of use will be provided by June 30th each year. Work includes stripping and waxing hard surfaces, screening and sealing wood surfaces with the exception of gyms, and thorough cleaning of all desks and classroom equipment.

During the first 30 days of this contract, all edges, areas and baseboards shall be cleaned in all covered areas.

Additional Manpower:

Requested additional manpower to respond within two (2) hours of the call time.

Samples:

1. The school district reserves the right to request a representative sample of the cleaning products and maintenance supplies quoted upon either prior to the award or before shipments are made. If the sample is not in accordance with the requirements of the specification, the school district may reject the bid, or if award has been made, cancel the contract.

2. Samples, when required, must be submitted strictly in accordance with instructions otherwise bid may not be considered.

3. Award samples may be held for comparison with deliveries. The school district will not be held responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the bidder at his expense. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the school district shall have the right to dispose of them as its own property.

4. When a specification indicates that an item to be purchased is to be equal to a sample, such sample will be on display at a designated location in the school district. Failure on the part of the bidder to examine sample shall not entitle him to any relief from the conditions imposed in the proposal of specifications.

"Equal" as used in these documents means approved as equal by the Board of Education, Dobbs Ferry, NY, 10522.

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Attachment #4—CORPORATION OR PARTNERSHIP INFORMATION

| Bid No.: | | | | | | |
|-----------|---------|--------|------|----------------|------|------|
| Company: | | | | | | |
| TAX ID #: | | | | | | |
| Address: | | | | | | |
| | | | | | | |
| | | | | | | |
| Dhana | (| \ \ | | | | |
| Phone: | (|) | | | | |
| FAX: | (|) | | | | |
| Email: | | | | | | |
| Owner/Par | tner(s) | | | | | |
| Name: | | | | _ Title: _ | | |
| - | | | | _ | | |
| | | | | | | |
| - | | | | - | | |
| - | | | | _ | | |
| - | | | | - | | |

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Attachment #5-BID PROPOSAL CERTIFICATION

(Non-Collusive Bidding Certification)

| Date of Bid: _ | Bid No.: |
|----------------|----------|
| | |
| Company: | |
| | |
| Address: | |
| | |
| | |
| | |
| Tax ID #: | |
| | |
| Phone: | FAX: |
| | |
| Email: | |

I. General Bid Certification

The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment and/or services as proposed on this bid.

II. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he is complying with Section 103-D of the General Municipal Law as follows:

Statement of non-collusion in bids and proposal to political subdivision of the State:

Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

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- 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 its 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 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 unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, determines that competition has not been restricted.

The fact that a bidder (a) had 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 subparagraph one (a).

1. 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 subdivision one of the 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.

| Signature: | Title: | |
|------------|--------|--|
| | | |
| | | |
| Company: | Date: | |

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Attachment #6—HOLD HARMESS CERTIFICATION

Bid No.:_____

The ______hereby agrees to defend, indemnify and hold harmless the Dobbs Ferry Union Free School District from and against any and all liability, loss, damage, claim or action, to the extent permissible by law, arising out of operations performed or services provided by the contractor under the contract including but not limited to the transportation of individuals by the ______,its employees, agents, servants and volunteers.

| Authorized Sig | nature: | |
|----------------|---------|------|
| Title: | | |
| Company: | | |
| | | |
| Address: | | |
| | | |
| | | |
| Phone: | | FAX: |
| | | |
| Email: | | |
| Date signed: | | |

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Attachment #7—ELECTRONIC PURCHASE ORDERS AND PAYMENTS

VENDOR PAYMENT FORM

TO: ALL VENDORS

FROM: Sylvia Fassler-Wallach

SUBJECT: <u>PURCHASE ORDERS AND PAYMENTS</u>

Purchase orders and payments to vendors from the Dobbs Ferry Union Free School District are sent electronically. Payments are sent out via ACH with your bank or credit card through Commerce Bank. To facilitate receipt of electronic purchase orders and payments, please complete the following:

| NAME OF COMPANY: |
|---|
| NAME OF CONTACT PERSON: |
| EMPLOYER IDENTIFICATION NUMBER: |
| EMAIL ADDRESS FOR PURCHASE ORDERS: |
| NAME OF BANK: |
| ACCOUNT NUMBER: |
| ROUTING NUMBER: |
| EMAIL ADDRESS FOR DEPOSIT NOTIFICATONS/TELEPHONE# |

Should you prefer to be paid by a credit card, please check the box below. We will instruct our Commerce Bank representative to contact you to facilitate credit card payments.

We prefer credit card payments. A representative from Commerce Bank will be in contact to set up a credit card account.

| Please return this information to: | Liana Majernik - Business Office |
|------------------------------------|---|
| | Dobbs Ferry Union Free School District |
| | 505 Broadway, Dobbs Ferry, NY 10522 |
| | By Email: majernikl@dfsd.org By Fax: 914-693-5952 |
| 505 Broadway, Dobbs Ferry, New | v York 10522 Tel: (914) 693-1500 Fax (914) 693-5952 |

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Attachment #8—IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the New York State Education Department (AGENCY) receive information that a person is in violation of the above-referenced certification, AGENCY will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then AGENCY shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

AGENCY reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

| Signature: |
|---------------|
| Print Name: |
| Title: |
| Company Name: |
| Date: : |