



Town of Henrietta

INVITATION FOR BID

For:

Cleaning Services for the Town of Henrietta Recreation
Center, Town Court and Town Library

Bid# TOH20180430

Bid Issued:	July 5, 2018
Bids Due and Opened:	July 26, 2018

By:

The Town of Henrietta
Town Clerk's Office
475 Calkins Road
Henrietta, New York 14467

Henrietta Town Board

Stephen Schultz
Scott Adair
Robert Barley
Michael Stafford
Rick Page

Supervisor
Councilperson
Councilperson
Councilperson
Councilperson

Town Staff

Chuck Marshall
Tim Ochs
Becky Wiesner

Commissioner of Public Works
Parks and Facilities
Town Clerk



Town of Henrietta
475 Calkins Road
Rochester, NY 14467

July 2, 2018

RE: Invitation for Bid – Cleaning Services – Recreation Center, Town Court and Public Library
Bid Number TOH20180430

Dear Sir or Madam:

The Town of Henrietta seeks bids from qualified parties to provide cleaning services at three (3) Town buildings and the response should include all labor, equipment and materials necessary to perform the work depicted in the scope of work.

This Invitation for Bid will provide your firm with sufficient information to enable you to prepare and submit a bid for cleaning services for the three (3) Town buildings listed below:

- Henrietta Recreation Center – 605 Calkins Road
- Henrietta Town Court – 95 Methodist Hill Drive
- Henrietta Public Library – 455 Calkins Road

The specific requirements and number of days to be serviced are described in more detail in the scope of work. (Exhibit A)

Potential respondents should email tochs@henrietta.org to acknowledge receipt of the Invitation for Bid and to inform the Town of its intent to respond. Provide the name, title, address, telephone and email address of the contact person. Addenda will be posted to the Town website at www.henrietta.org.

Evaluation and award of the contract will be based on criteria listed herein. Consideration will be given to the proposed solutions, experience, references, technical expertise and cost. Award may be made to a bidder other than the low bidder based on the criteria and if it is in the best interest of the Town.

A pre- bid meeting will be held at 11:00 a.m. on Wednesday, July 11, 2018 at the Recreation Center at 605 Calkins Road, Henrietta, NY 14467. There will be a briefing summarizing the solicitation. Immediately following the pre-bid meeting there will be a site visit walk-through of the three (3) facilities covered by this Invitation for Bid. Attendees are responsible for their own transportation.

Following the pre-bid meeting and tour, question may be submitted via email to Tim Ochs, tochs@henrietta.org. The deadline for submitting questions regarding this Bid is July 23, 2018 by 1:00 p.m.

Your bid response must include all information requested within Invitation for Bid in order to be considered. Three (3) hardcopies must be submitted in a sealed envelope and received by the Town Clerk, 475 Calkins Road, Henrietta, NY 14467 no later than 2:00 p.m., July 26, 2018, when they will be publicly opened and read aloud, in order for it to be considered for award.

Questions concerning the contract terms and conditions should be addressed to my office. I hope to receive your offer for this work.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Timothy Ochs', with a long horizontal flourish extending to the right.

Timothy Ochs
Building and Grounds Foreman

cc: Linda K. Salpini, Director of Finance

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GENERAL SPECIFICATIONS & INSTRUCTIONS TO BIDDERS

Timeline and Calendar of Events

Bid Posted	July 5, 2018
Pre-Bid Meeting at 11:00 AM	July 11, 2018
Questions regarding this Bid must be Submitted by 1:00 PM	July 23, 2018
Bidder response due by and opened at 2:00 PM	July 26, 2018

Marking of Bid Envelopes

Paper copies of bids must be contained in a sealed envelope, plainly marked, showing the bid name, Bid number, date and the bidder's name.

Compliance with Specifications

Your bid must be in strict compliance with the specifications and offer the same or equal equipment and services. The scope of work for each location is found in Exhibit A. Exceptions are to be listed separately in a letter which will become a part of your proposal, otherwise it is fully understood that the services offered is exactly as specified. The Town of Henrietta reserves the right to allow or disallow minor deviations from the specification in order to purchase what is best for the Town from standpoint of quality, price and service to be provided.

Minimum Qualifications

To be considered, each bidder shall:

- Certify that the bidder is currently operating as a business that provides cleaning services, including facilities such as recreation centers, and has operated continuously as such a business for the preceding five (5) years.
- Certify that the bidder will be capable of providing staffing for all days and hours as required in the statement of work for the cleaning services at each of the Town locations. Please supply a listing of the number of full time, part time and contractor staff in your firm along with a schedule detailing the coverage for each location.
- Demonstrate that the bidder has provided services at a similar size and scope to the Town facilities.

Award

- A. Award shall be made to the Bidder based on the evaluation and criteria listed below:
- Overall proposal suitability: Proposed solution(s) must meet the scope and needs included herein and be presented in a clear and organized manner.
 - Organizational Experience: Bidders will be evaluated on their experience as it pertains to the scope of this project.
 - Value and cost: Bidders will be evaluated on the cost of their solution(s) based on the work to be performed in accordance with the scope of this project.

- **Technical Expertise and Experience:** Bidders must provide descriptions and documentation of staff technical expertise and experience.
- B. A committee will review the proposals and select the Bidder whose offer represents the best value to the Town in terms of the criteria above. After the most qualified Bidder is determined by the Town, the staff may enter into negotiations to better define the final scope of work. If for any reason, the Town and selected Bidder cannot finalize an agreement, the Town will enter into negotiations with the Bidder that provides the next best value.
- C. The Town reserves the right to award this contract in the manner which the Town determines to be in its best interest.

Notification of Award

The Town will notify the selected bidder verbally, followed by a written confirmation. Unsuccessful bidders will be notified in writing by the Town within ten (10) business days after the award.

Assignment of Agreement

It is mutually agreed by the parties hereto that the final contract is not transferable by either party without the prior written consent of the other party to this contract.

Subcontracting

No subcontracting will be permitted under the final contract without prior written approval by the Town. Any subcontracting services, companies, sites, vendors or any other proposed subcontracting shall be specifically identified in the bid submittal.

Personnel

It is mutually agreed that the Contractor is an independent contractor and not an agent of the Town, and as such the Contractor shall not be entitled to any Town employment benefits.

Statement of Non-Collusion

All bidders are required to execute a Non-Collusion Bidding Certificate pursuant to Section 103-d of the General Municipal Law of the State of New York. The Certificate is found in Appendix B.

Protection and Damage

- A. The Contractor shall be responsible for exercising proper care in the performance of the contract.
- B. The Contractor shall be responsible for all damages to persons or property that occurs as a result of the Contractor's fault or negligence in connection with the execution of the contract.

- C. The Contractor shall be responsible for the repair or replacement of any property broken or damaged as a result of the Contractor's operations or the actions of the Contractor's agent or employees.
- D. The Contractor shall be responsible for anything taken from the buildings by its employees. In the event such occurs and theft is proven, the Contractor shall be fully responsible and such losses shall be withheld from the Contractor's monthly check until same has been satisfied. The employee that was involved in such a loss will not be permitted to continue working in the Town buildings.

Building Security

While servicing the building during other than regular office hours, the Contractor, shall keep exterior doors locked and ensure that the building is secured upon leaving. In case of emergency, or if an exterior door cannot be secured, or if another security problem is noted, the Contractor shall notify the Town contact for each building immediately for instruction and guidance. The Town contact will relieve the Contractor for responsibility with 30 minutes of being notified of the issue.

Employee's Visitors

The Contractor's employees shall not receive any visitors in the Town facilities.

Found Property

The Contractor's shall immediately secure property found in or around the facility that apparently has been lost and notify the Town contact.

Responsibility and Compliance with Legal Requirements

The bidder's products, service and facilities shall be in full compliance with any and all state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in this invitation.

Town's Reservation of Rights

The Town reserves the right to:

- Reject any or all bids received with respect to this invitation;
- Withdraw the Invitation for Bid at any time, at the Town's sole discretion or otherwise decline to award a contract from this request;
- Make an award under this Invitation for Bid in whole or in part;
- Require clarification from any bidder to assure a full understanding of the responsiveness to the requirements of the request;
- Disqualify any bidder whose conduct and/or bid response fails to conform to the requirements of the Invitation for Bid;
- Waive or modify minor irregularities in bids received;
- Request additional information from bidders as deemed necessary to more fully evaluate bids;

- Prior to the bid opening, amend this Invitation for Bid after its release, with appropriate written notice posted on the Town's website to correct errors or oversights, or to supply additional information, as it becomes available;
- Prior to the bid opening, direct bidders to submit bid response modifications addressing subsequent Invitation for Bid amendments;
- Change any of the scheduled dates;
- Negotiate with the successful bidder within the scope of the Invitation for Bid in the best interests of the Town;
- Conduct contract negotiations with the next responsible bidder, should the Town be unsuccessful in negotiating with the selected bidder;
- Utilize any and all ideas submitted in the bids received;
- Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 120 days from the bid opening;
- Request best and final offers.

Suspension or Termination of Agreement

- A. In the event that review of the Contractor's performance shows non-conformance to the work required by the contract, the scope of services or other terms or conditions contained herein as a result of the Contractor's errors, omissions or negligent acts, the Contractor shall be in breach of the contract and the Town may take corrective action as it deems necessary including, but not limited to, termination, withholding or reduction of payment.
- B. The Town shall also have the right to suspend the contract upon written notice to the Contractor. Such written notice shall state the reasons for suspension and allow for a review period of ten (10) days during which the Contractor shall be provided with an opportunity to respond with an explanation or justification, and/or shall undertake any reasonable remedial action required by the Town. If, in the opinion of the Town the Contractor remains in violation of the contract at the completion of the ten (10) day suspension period, the Town shall have the right to terminate the contract whereupon all obligations of the Town to the Contractor shall cease.
- C. In the event this project is terminated prior to completion of the services by the Contractor, the Contractor shall be paid for services performed to the date of termination.
- D. The Town shall have the right to terminate the contract without cause upon 30 days' notice.
- E. Nothing contained herein shall prevent the Town from pursuing any other remedy, which it may have against the Contractor including claims for damages.

Prevailing Wage Laws/Payroll Certifications

Under Labor Law article 9, employers that contract with public agencies for the provision of building services must ensure that their employees, and the employees of any subcontractors are paid

the prevailing wage and supplements (fringe benefits) in the locality for the craft, trade or occupation of the service employer. Building service employee includes, but is not limited to (as relevant here), building cleaners, porters, and janitors. The prevailing wage schedule applicable to this Request for Bid is attached as Exhibit D, and has been assigned the Prevailing Rate Case number 2018900489. This prevailing wage schedule is in effect until June 30, 2018. The applicable prevailing wage schedule is also available online at <https://applications.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1452226#>. The online prevailing wage schedule will be updated automatically to reflect changes in prevailing wage rate. The selected contractor will be responsible for complying with this prevailing wage schedule, including complying with any changes to the prevailing wage schedule that may be made during the course of this contract.

Insurance Requirements

The Contractor shall procure and maintain at his own expense until final completion of the work or services covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Contractor or by his subcontractors. **The Town of Henrietta must be named as Certificate Holder and Additional Insured on all policies.**

Within ten (10) days after notice of award, the Contractor shall furnish to the Town evidence of insurance in a form satisfactory to the Town Attorney showing that he has complied with all insurance requirements set forth herein, such evidence shall provide that the policies shall not be changed or cancelled until thirty (30) days written notice has been given to the Town. **Please note, a certificate of insurance alone is not sufficient as proof of the Town covered as Certificate Holder and an Additional Insured. A policy endorsement from the Contractor's carrier is required.** Except for Worker's Compensation Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract resulting from this bid solicitation. The kinds and amounts of insurance are as follows:

A. WORKER'S COMPENSATION AND DISABILITY INSURANCE:

A policy covering the operations of the Contractor in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Worker's Compensation Law, covering all operations under Contract, whether performed by him or by his subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of, and keep insured during the life of said Contract, such employees in compliance with the provisions of the Worker's Compensation Law known as the Disability Benefits Law (chapter 600 of the Laws of 1949) and amendments hereto.

B. GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE:

The contractor hereby agrees to defend, indemnify and save harmless the Town against any and all liabilities, loss, damage, detriment, suit, claim, demand, cost, charge, attorney's fees and expenses of whatever kind or nature which the Town may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the carrying out of any of the

provisions or requirements of this contract, where such loss or expense is incurred directly or indirectly by the Town, its employees or agents, as a result of the negligent act or omission, breach or fault of the contractor, its agents, employees or contractors. If a claim or action is made or brought against the Town and for which the contractor may be responsible hereunder in whole or in part, then the contractor shall be notified and shall be required to handle or pay for the handling of the portion of the claim for which the contractor is responsible as a result of this section.

General Aggregate	\$2,000,000
Products - Comp.or Agg.	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Each Occurrence	\$1,000,000

C. MOTOR VEHICLE INSURANCE:

Issued to the Contractor and covering public liability and property damage on the Contractor's vehicles in the amount listed below.

Bodily Injury	\$1,000,000/\$3,000,000
Property Damage	\$1,000,000

Release and Indemnity

To the fullest extent permitted by law, the Contractor, agrees to indemnify, defend and hold harmless the Town of Henrietta, all applicable additional Indemnitees, if any, their officers, directors, agents, employees and partners (hereinafter collectively "Indemnitees") from and against any and all claims, suites, damages, liabilities, professional fees, including attorneys' fees, costs, court costs, expenses and disbursements related to death, personal injuries, property damage (including loss of use thereof) or the alleged violation of any laws, statutes, rules or ordinances brought or assumed against any of the Indemnitees by any person, entity of firm, arising out of or in connection with or as a result of or as a consequence of the performance of the work or undertaken by the Contractor (the "Work") as well as any additional work, extra work or add-on work, whether or not caused in whole or part by the Contractor or any person or entity employed, either directly or indirectly, by the contractor including any sub-contractors and their employees. The parties expressly agree that this indemnification agreement contemplates (1) full indemnity in the every of liability imposed against the Indemnitees without negligence and solely by reason or statue, operation of law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing or contributing to the underlying claim in which case, indemnification will be limited to any and all liability imposed over and above that percentage attributable to actual fault on the part of the Indemnitees whether by statute, operation of law or otherwise. Where partial indemnity is provided under the contract, attorneys' fees, costs, court costs, expenses and disbursements shall be indemnified on a pro rata basis. Recovery of attorneys' fees, costs, court costs, expenses and disbursements hereunder shall include all those attorneys' fees costs, court costs, expenses and disbursements incurred in defense of any underlying claim, in the enforcement of this indemnity agreement, in the prosecution of any claim

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for indemnification hereunder and in pursuit of any claim for insurance coverage that the Contractor is required to procure.

Bidders Certification of Eligibility

By submitting this response for bid, the bidder certifies that they are not on the U.S. Comptroller General's Consolidated List of Persons or Firms Disbarred from Federal Contract for violation of various public Contracts incorporating labor standards provision nor is involved in litigation with the Town of Henrietta. Please complete and sign Exhibit C, Eligible Bidder Certificate.

EXHIBIT A – Scope of Work

- The Contractor agrees to provide the cleaning services as described below for the Henrietta Recreation Center, the Town Court and the Town Library.
- The Contractor agrees that typically services shall be performed on a schedule after normal business hours. Any temporary modification or deviations from the approved schedule will require prior approval by the Town.
- The Contractor agrees that the regular services shall be scheduled per the following scope of work per location.
- The Contractor understands that occasionally there are “Special Events” and the timing may change. Such events will be coordinated in advance by the Town.
- The Contractor agrees unconditionally to furnish all of the services during the stated period in accordance with the prices, terms and conditions of the negotiated contract.
- The Contractor agrees to provide contact information in writing to the Town. This contact record will list the name of the senior person at the jobsite and their phone number and e-mail. The Contractor agrees to provide periodic updates to the town to report changes.
- The Contractor agrees that during the period of the contract, the Contractor and the Town may negotiate and agree in writing to provide additional services not herein described, but that are commonly provided by high quality professional service providers of this type, which may enhance the service process and improve the results.
- The Contractor will include a list of all equipment and supplies to be used at each location and such equipment and supplies will meet the requirements of the Town.
- The Contractor will prepare a price proposal per month for each location. The proposal shall include a price per month with a maximum total for the year. Tax will not be included as the Town of Henrietta, which is a political subdivision of the State of New York, County of Monroe, is exempt from the payment of New York State and local sales and use tax.
- The contract agrees to provide all of the labor, equipment and materials necessary to perform the work depicted in the scope of work.

Scope of Work for the Henrietta Recreation Center

Description: The Town of Henrietta Recreation Center is located at 605 Calkins Road, Henrietta, NY 14467. The total building foot print is approximately 41,450 sq. ft. and includes a second floor walking track.

Frequency: Services shall be performed seven days per week between the hours of 9:00 pm and 6:00 am.

Services:

<u>ABOVE THE FLOOR SERVICES (exclude office space)</u>	<u>FREQUENCY</u>
Empty wastepaper receptacles, taking trash to designated area	7 x per week
Clean and sanitize all sinks and countertops	7 x per week
Clean and sanitize all drinking fountains	7 x per week
Clean and sanitize table tops	7 x per week
Dust all corners for cobwebs	1 x per month
Auto scrub gymnasium	7 x per week
Auto scrub 2 nd floor track	7x per week
Stairs (2 sets) Sweep, mop, dust, sanitize hand rails	7 x per week
Move bleachers – sweep and mop underneath	1 x per week & as needed
Vacuum ceiling vents	4 x per week
<u>CARPETED FLOOR SURFACES (exclude office space)</u>	<u>FREQUENCY</u>
Vacuum all high traffic carpeted areas	7 x per week
Vacuum carpeted edges and corners	7 x per week
Vacuum all gymnastics carpeting areas	7 x per week
<u>HARD FLOOR SURFACES</u>	<u>FREQUENCY</u>
Sweep all floors	7 x per week
Wet mop floors	7 x per week
<u>GLASS CLEANING – (Exclude exterior windows & office space)</u>	<u>FREQUENCY</u>
Clean entrance door glass	7 x per week
Clean interior glass doors	7 x per week
Clean inside partition glass	7 x per week
<u>RESTROOMS</u>	<u>FREQUENCY</u>
Clean and disinfect hand basins, toilet bowls, urinals, dispensers, partitions and fixtures	7 x per week
Spot clean tile walls	7 x per week
Empty all trash barrels	7 x per week
Clean and mop floors	7 x per week
Clean mirrors	7 x per week
Replenish paper and toiletry products (provided by customer)	7 x per week

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SPECIAL AREAS OF FOCUS

Gymnastics carpeting hot water extraction cleaning
Strip and wax floors
VCT strip and refinish
Hard surface scrub
Additional carpet cleaning

FREQUENCY

Upon Request
Upon Request
Upon Request
Upon Request
Upon Request

Scope of Work for the Henrietta Town Court

Description: The Henrietta Town Court is located at 95 Methodist Hill Drive, Rochester, NY 14623. The building has approximately 7,200 sq. foot of floor area.

Frequency: Services shall be performed Monday through Friday between the hours of 10:00 pm and 7:00 am.

Services:

ABOVE THE FLOOR SERVICES

	<u>FREQUENCY</u>
Empty wastepaper receptacles, taking trash to designated area	5 x per week
Clean and sanitize all sinks and countertops	5 x per week
Clean outside of refrigerator	5 x per week
Clean and sanitize all drinking fountains	5 x per week
Clean and sanitize table tops in court room	5 x per week
Clean and sanitize seating in court room as needed	5 x per week
Dust all corners for cobwebs	1 x per month
Vacuum ceiling vents	1 x per month

CARPETED FLOOR SURFACES

	<u>FREQUENCY</u>
Vacuum all carpeted areas	5 x per week
Vacuum carpeted edges and corners	5 x per week

HARD FLOOR SURFACES

	<u>FREQUENCY</u>
Sweep all floors	5 x per week
Wet mop floors	5 x per week

GLASS CLEANING – (Exclude exterior windows & office space)

	<u>FREQUENCY</u>
Clean entrance door glass	5 x per week
Clean interior glass - pass through area	5 x per week

RESTROOMS

	<u>FREQUENCY</u>
Clean and disinfect hand basins, toilet bowls, urinals, dispensers, partitions and fixtures	5 x per week
Spot clean tile walls and partitions	5 x per week
Empty all trash barrels	5 x per week
Clean and mop floors	5 x per week
Clean mirrors	5 x per week
Replenish paper supplies and toiletry products (provided by customer)	5 x per week
Dust and clean all counter tops and flat surfaces	5 x per week

Scope of Work for the Town of Henrietta Library

Description: The Town of Henrietta Library is located at 455 Calkins Road, Henrietta, NY 14467. The building has approximately 18,500 of floor area.

Frequency: Services shall be performed Monday through Saturday between the hours of 9:00 pm and 8:00 am.

Services:

ABOVE THE FLOOR SERVICES

	<u>FREQUENCY</u>
Empty wastepaper receptacles, taking trash to designated area	6 x per week
Clean and sanitize all sinks and countertops	6 x per week
Clean and sanitize all drinking fountains	6 x per week
Clean and sanitize table tops, including computer tables & service desk	6 x per week
Dust all shelves paying attention to bottom shelves	6 x per week
Dust all corners for cobwebs	1 x per month
Dust windows and blinds as needed	1 x per month

CARPETED FLOOR SURFACES

	<u>FREQUENCY</u>
Vacuum all carpeted areas	6 x per week
Vacuum carpeted edges and corners	6 x per week
Spot clean carpets and upholstery	As needed

HARD FLOOR SURFACES

	<u>FREQUENCY</u>
Sweep all floors	6 x per week
Wet mop floors	6 x per week
Wet mop plastic chair mats under the computer tables and service desk	6 x per week

GLASS CLEANING – (Exclude exterior windows & office space)

	<u>FREQUENCY</u>
Clean entrance door glass – inside and outside	6 x per week
Clean interior glass (near restrooms)	6 x per week

RESTROOMS

	<u>FREQUENCY</u>
Clean and disinfect hand basins, toilet bowls, urinals, dispensers, partitions and fixtures	6 x per week
Clean tile walls and partitions	1 x per week
Clean partitions and wall around toilets	6 x per week
Empty all trash barrels	6 x per week
Clean and mop floors	6 x per week
Clean mirrors and glass	6 x per week
Replenish paper supplies and toiletry products (provided by customer)	6 x per week
Shine and polish all chrome	6 x per week

EXHIBIT B – Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

IMPORTANT: THIS AFFIDAVIT MUST BE PROPERLY COMPLETED AND SUBMITTED WITH ALL BIDS.

State of _____

County of _____

_____, being first duly sworn, deposes and says that he is the *(Name of Person Making Affidavit)*

_____ of _____,
(Title) *(Name of Firm)*

the Bidder submitting this proposal certifies that:

- 1.) The prices in the 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 the 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 a bid for the purpose of restricting competition.

SUBSCRIBED AND SWORN TO BEFORE THIS

(Signature of Person Making Affidavit)

on the _____ Day of _____, 2018.

(Notary Public)

(Seal)

Where a Bid contains this certification, it 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 inclusive therein of the certificate as to non-collision as the act and deed of the corporation.

EXHIBIT C – Eligible Bidder Certificate

ELIGIBLE BIDDER CERTIFICATE

I, _____ Hereby certify that
(Name of Official Making the Certificate)

_____ Is NOT included on the
(Name of Firm for Which Certificate is Made)

U.S. Comptroller General’s Consolidated List of Persons or Firms Disbarred from Federal Contract for violation of various public Contracts incorporating labor standards provisions nor is involved in litigation with the Town of Henrietta.

SUBSCRIBED AND SWORN TO BEFORE THIS:

(Signature of Person Making Affidavit)

on the _____ Day of _____, 2018.

(Notary Public)

(Seal)

Note: This form must be submitted with all Bids.

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Bid# TOH20180430

EXHIBIT D – Prevailing Wage Rate Table

Follows:

Monroe County Article 9

Janitor, Porter, Cleaners, Elevator Operator

05/01/2018

JOB DESCRIPTION Janitor, Porter, Cleaners, Elevator Operator

DISTRICT 10

ENTIRE COUNTIES

Broome, Cayuga, Chemung, Chenango, Clinton, Cortland, Franklin, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Oneida, Onondaga, Ontario, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins, Wayne, Yates

WAGES

Per hour:	07/01/2017
	\$ 11.70
New Hire Rate:	
First 180 days only	10.70
Regularly scheduled to clean/strip floors:	+ 0.25 per hr.

NOTE: Duct Cleaning is broken down into two separate functions:

1. The disassembly, re-assembly and modification of duct, which is covered under Article 8.
2. The actual cleaning of the duct which is covered by Article 9.

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

Per hour worked (required up to 40 hrs. per week)	
Single Part Time	\$.14
Family Part Time	.27
Single Full Time(up to 180 days)	.14
Family Full Time(up to 180 days)	.27
Single Full Time(after 180 days)	2.59
Family Full Time(after 180 days)	2.72
Full time is 30 or more regularly scheduled hours in a week.	

ADDITIONAL PER HOUR PAID BENEFIT - Payment required for all employees who are scheduled to be paid 1000 hours in 12 consecutive months. If not scheduled 1000 hours but the employee is paid 1000 hours in 12 consecutive months, this additional payment is retroactive to first hour.

\$.76

Vacation is paid after 1 year of employment. Part-time employees receive vacation pay on pro-rata basis.

1 year of work	1 week of vacation
2 years of work	2 weeks of vacation
3 years of work	2 weeks and 1 day vacation
4 years of work	2 weeks and 2 days vacation
5 years of work	2 weeks and 3 days vacation
6 years of work	2 weeks and 4 days vacation
7 years of work	3 weeks

Sick days are paid after 30 days probationary period.

Full time employees	3 sick days per year
Part time employees	2 sick days per year

2 paid personal days per year.

Paid time off for part-time employees shall be prorated. (See "Introduction to the Prevailing Rate Schedule" page 10, 'Wage and Supplements' heading, for a detailed explanation.)

Employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

OVERTIME PAY

See (B, B2, K) on OVERTIME PAGE

Time and one half for all work on Sunday (unless Sunday is a regularly scheduled work day.)

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

PLUS 4 floating holidays

Above Holidays paid after 180 days with employer

Any work on a paid Holiday is paid at time and one half plus the wage for the holiday.

Holidays that fall on the weekends are observed on either Friday or Monday. If required to work the Friday or Monday then pay is time and one half plus the Holiday pay.

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Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays, if worked

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays, if worked
- (U) Four times the hourly rate for Holidays, if worked
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day
- (28) Easter Sunday