

**BIDDING DOCUMENTS
FOR THE
TOWN OF SHELBY
JANITORIAL SERVICES**

**ORLEANS COUNTY, NEW YORK
APRIL 2024-APRIL 2025**

**BIDDING DOCUMENTS FOR THE
TOWN OF SHELBY
JANITORIAL SERVICES**

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ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN THAT separate sealed bids for the

**Contract for the
Town of Shelby
Janitorial Services**

will be received by the **Town of Shelby, 4062 Salt Works Road, Medina, NY 14103** until 10:00 am on March 18, 2024. Sealed bids will be publicly opened and read at 10:30 am or immediately after opening of mowing bids at the Shelby Town Hall.

Bids will only be accepted via sealed envelope.

The Contract Documents may be examined at the following location(s): **Town of Shelby, 4062 Salt Works Road, Medina, NY 14103**. Electronic copies of the Contract Documents may be obtained by visiting the town website at www.townofshelbyny.org or by contacting **Darlene Rich, Town Clerk**, darlenerich@townofshelbyny.org.

Each bid must be accompanied by cash, a certified check, or a bid bond in an amount not less than 5% of the bid and a Certificate of Non-Collusion, and subject to the conditions and the furnishing of all materials as set forth in the Contract Documents and Instructions to Bidders.

Upon acceptance of the bid, if the successful bidder fails to enter into a contract pursuant to the requirements of said agency, then the sum deposited as aforesaid shall be forfeited to the **Town of Shelby** as liquidated damages, or the payment of the bond enforced for the benefit of the **Town of Shelby**.

BIDDERS ON THIS WORK WILL BE REQUIRED TO COMPLY WITH THE PRESIDENT'S EXECUTIVE ORDER NOS. 11,246 AND 11,375 WHICH PROHIBIT DISCRIMINATION IN EMPLOYMENT REGARDING RACE, CREED, COLOR, SEX, OR NATIONAL ORIGIN.

The successful bidder must be an equal opportunity employer, must meet all appropriate State and Federal standards, and comply with all relevant governmental regulations.

Contract award is subject to budget appropriation.

By order of the Town Clerk of the Town of Shelby.

Darlene Rich, MMC, RMC, Town Clerk,
Town of Shelby
4062 Salt Works Road Medina, NY 14103

Date: February 27, 2024

BID FORM

Project Identification: **Town of Shelby**

Contract Identification: **Janitorial Services**

This Bid Is Submitted To: **Town of Shelby**
4062 Salt Works Road Medina, NY 14103

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to provide all materials and perform all Work at all Sites as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 The Bid will remain subject to acceptance for **30 days** after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3.01 In submitting this Bid, Bidder represents, that:

A. Bidder has examined and carefully studied the Bidding Documents; the other related data identified in the Bidding Documents.

B. Bidder has visited the Sites and become familiar with and is satisfied as to the general, local, and conditions that may affect cost, progress, and performance of the Work and providing all materials.

C. Bidder is familiar with and is satisfied as to all Federal, State, and local Laws and Regulations that may affect cost, progress, performance of the Work and providing all materials. This includes completion of all Work in accordance with NYS Department of Labor Requirements and Prevailing Wage Rate Schedules.

D. Bidder has carefully studied all existing physical surface or subsurface conditions at or contiguous to the Sites.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the Sites which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of Work to be employed by the Bidder, including safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for determination of this Bid,

and for providing materials at the prices bid, within the times necessary for completion of the Work, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of any work to be performed by Owner and others at the Sites that relates to the Work as indicated in the Bidding Documents.

H. Bidder has read and is fully familiar with the Bid Specifications, which are attached hereto and incorporated herein by reference.

I. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Sites, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

J. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Owner is acceptable to Bidder.

K. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the providing materials for which this Bid is submitted.

4.01 Bidder represents that this Bid is genuine and not made in the interest, or on the behalf, of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4.02 Bonds and Insurance

A. The limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and Related Coverages:

State	Statutory
Federal, if applicable (e.g., Longshoreman's)	Statutory
Employer's Liability:	
Bodily Injury, Each Accident	\$500,000
Foreign Voluntary worker compensation	Statutory

2. Disability Insurance, and Related Coverages:

State	Statutory
Federal, if applicable	Statutory

3. Contractor's Commercial General Liability, including coverage for work performed by subcontractors

Bodily Injury:	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

Property Damage:	
Each Occurrence	\$500,000
Aggregate	\$1,000,000

4. Automobile Liability:

Bodily Injury:	
Each Person	\$1,000,000
Each Occurrence	\$2,000,000

Property Damage:	
Each accident	\$500,000
Or, Combined Single Limit of	\$1,000,000

B. A Certificate of Insurance shall be submitted to the Town of Shelby prior to the start of any Work on the Sites.

C. Additional Insureds: Each insurance policy shall name the Town of Shelby and its officers, employees and agents as additional insureds.

D. No insurance policy required hereunder shall be canceled, permitted to expire or changed without thirty (30) days written notice to the Town of Shelby.

5.01 Bidder will perform the Work in accordance with the Bidding Documents for each Site identified in the Bid Specifications at the prices set forth on the Price List to be attached.

6.01 Bidder agrees that the Work for the initial year shall commence on April 1, 2024, and terminate on April 1, 2025 or as directed by Owner.

6.02 Bidder and Owner recognize that time is of the essence of this Bid and the Work to be performed, and that the Owner will suffer financial loss if the Work is not performed during the time specified in paragraph 6.01 above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in

proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not performed on time. Accordingly, instead of requiring any proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$100 for each day that expires after the time for commencement of the Work specified in paragraph 6.01.

7.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the successful Bidder in a contract to be provided by Owner.

7.02 The following documents shall be required and made a condition of the Bid:

- A. Bid security in the form of Bid Bond - Certified Check - Cash (circle type of security provided) in the amount of at least 5% of Bid;
- B. Certificate of Non-Collusion;
- C. A cover letter signed by an individual authorized to bind contractually the firm submitting the Bid, stating that the Bid constitutes an irrevocable offer by the firm for a period of at least 90 days, and the name, title, address, telephone number, fax number and e-mail address of the individual within the firm who will be the primary contact concerning the proposal;
- D. At least three client references, including names, addresses, phone numbers and email addresses;
- E. An indication of the name or names of any person or persons associated with your firm which will be providing services under your Bid who since January 1, 2013, were convicted of any crime or was censured/reprimanded/required to pay any damages for misconduct or misrepresentation having to do with the services your firm proposes to provide;
- F. An explanation of any pending or sustained legal charges against your firm;
and
- G. A Price List as described in 5.01 and the Bid Specifications.

8.01 Owner is exempt from New York State sales and use taxes on materials and equipment to be incorporated in the Work. Section 1116 of Tax Law. Said taxes shall not be included in the Bid.

SUBMITTED on _____

State Contractor License No. _____ (If applicable)

Employer's Tax ID No. _____

Corporation Name: _____

(SEAL)

State of Incorporation: _____

Type (General Business, Profession, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Attest: _____
(Signature of Corporate Secretary)

Business address: _____

Phone No. () _____ FAX No. () _____ E-Mail Address

IN WITNESS WHEREOF, Owner and Contractor have signed three (3) copies of this Document. On Counterpart a copy has been delivered to each Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor on their respective be halves.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement). Effective date will coincide with the date of Notice of Award.

OWNER: **Town of Shelby**

CONTRACTOR:

By: _____ By: _____
(CORPORATE SEAL) (CORPORATE SEAL)

Attest _____ Attest _____

Address for giving notices:
4062 Salt Works Road
Medina, NY 14103

Address for giving notices:

Agent for service of process: _____

License No. _____ (Where applicable)

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Owner-Contractor Agreement. If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

CERTIFICATE OF NON-COLLUSION

Non-collusive Certifications required of all bidders under Section 103-d of the General Municipal Law as amended by Chapter 751 of the Laws of 1965 and Chapter 675 of the Laws of 1966 effective September 1, 1966 is as follows:

By submission of this bid, each bidder and each person signing on behalf of the 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.

I hereby affirm under the penalties of perjury that the foregoing statement is true.

Legal Name of Bidder: _____

Address: _____

City: _____ State Zip: _____

By: _____
Signature

Name: _____

Title: _____

Dated: _____

Janitorial Services Bid Specification

1.0 Description of Services

The Town of Shelby is soliciting Bids from all interested firms to provide janitorial services for properties owned by the Town. as set for in the Scope of Services below. The Town is looking for a firm or firms committed to a providing efficient performance of described Work and a safe environment for employees and the public.

Janitorial services will necessitate communication with the Town Highway Superintendent, and possible other administrative employees of the Town.

The Town reserves the right to waive irregularities and to reject any and/or all submissions.

2.0 Scope of Work

Court Room, Clerk area, Highway Department area, Restrooms and Main areas:

- Restock paper products
- Refill soap dispensers
- Clean and sanitize handrails and door handles
- Clean and sanitize toilet, urinal areas
- Clean and sanitize sinks, counters, mirrors and faucets
- Empty garbage and replace liners

Vacuum/sweep and mop floors

Main Foyer and Halls:

- Clean and sanitize all door handles and push bars
- Clean and sanitize all tables and chairs
- Clean and sanitize drinking fountain
- Clean interior windows and doors
- Empty garbage and replace liners
- Vacuum area rugs, sweep and mop floors

Break Room/ Locker Room

- Clean and sanitize tables
- Empty garbage cans and replace liners
- Vacuum/sweep and mop floors

Court Room:

- Clean and sanitize all door handles and handrails
- Clean and sanitize bench, counter and clear separation windows
- Straighten chairs
- Vacuum floors

Office Areas:

- Clean and sanitize all door handles
- Clean and Sanitize desks (where obtainable)
- Clean and sanitize counter, tables, chairs and separation window
- Straighten chairs
- Vacuum floors
- **Town Supervisors office requires an employee to be available to unlock office for cleaning**

Court Foyer and Halls:

- Clean and sanitize all door handles and push bars
- Clean and sanitize Tables and chairs
- Clean and sanitize drinking fountain
- Clean and sanitize cabinet handles
- Clean interior glass doors
- Empty garbage and replace liners
- Vacuum area rugs
- Vacuum/sweep and mop floors

Contractor is not responsible for court offices and record room cleaning**Throughout Building As Needed:**

- High/low dust ceiling corners, tops of lockers, door frames, picture frames and heat runs
- Clean and sanitize as needed
- Clean and sanitize garbage cans and replace liners

All cleaning services shall be referred to as routine cleaning and court cleaning. Cleaning will not be performed during Town of Shelby business hours. All court cleaning will be performed after court hours Monday or before court hours Tuesday.

All hand soap and paper products will be monitored by the contractor and provided by the Town of Shelby. All cleaning utensils (vacuum, mops, buckets) will be provided by the Town of Shelby. All other cleaning utensils and agents will be the responsibility of the contractor.

All trash removed from the building will be put in the dumpster at the rear of the building during all cleaning service visits.

4.0 Conditions of a Contract

Winning Contractor shall perform the Work for all Sites pursuant to a contract that shall include, but not be limited to, the following terms and conditions:

- The contract shall commence on April 1, 2024 and shall terminate on April 1, 2025 or as directed by Owner;
- No contract shall be effective until approved by the Town Board of the Town of Shelby;
- The Town shall have the option to renew a contract for all or any portion of the Work on the same terms and conditions for three (3) successive, one (1) year periods, by providing notice of its election to renew the contract to the Contractor in writing, not less than ninety (90) days prior to the expiration of the then current term contract. (The contract price, however, will be adjusted upwards or downwards annually, based upon the net percentage change over the then most recent 12-month period for which the index figures are available for the Consumer Price Index (CPI) for all consumers (all items as published by the U.S. Department of Labor, Bureau of Labor Statistics, for the Buffalo Metropolitan area). Said contract price adjustment shall be capped at a maximum of five percent (5%) annually;
- The Town shall pay the Contractor only for that portion of the Work actually completed as specified after certification by the Town Highway Superintendent that such Work was completed in accordance with these Bid Specifications. Payment will be made once per month, on or before the tenth (10th) day of the month, for the months of May through October in each contract year, and upon submission by Contractor of a proper voucher. Payment will be made based on six equal payments per year, with each payment to be one sixth (1/6th) of the total Bid for each Site, based on the Price List, for the appropriate contract year, and with each payment subject to adjustment for Work actually completed and certified. All other work not covered by the Bid will be billed separately, at the rate negotiated by the parties and accepted by the Town Board;
- The Contractor agrees to indemnify and save harmless the Town and the Town's agents from all claims of any nature arising out of the performance of the Work required by the contract. The Contractor shall, at the Town's request, furnish satisfactory evidence that all obligations for any subcontractors, laborers or material men have been paid, discharged or waived. If the Contractor fails to do so, the Town may, after having notified the Contractor, either pay any such unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed sufficient to pay any such claims until proof of payment has been presented. Any payment so made by the Town on

the Contractor's unpaid debts shall be deemed and considered a payment made on the amount due under this contract;

- The Contractor agrees to comply with all Federal and State laws, rules and regulations applicable to the Work;
- The selected firm shall not assign, transfer, or subcontract any interest in the Work without express written approval from the Town; and
- The Contractor shall not discriminate in its hiring practices against any employee or applicant because of race, creed, color, national origin, sex, gender identity, sexual orientation, age, military status, veteran status, disability, predisposing genetic characteristics, marital status, or domestic violence victim status or any other characteristic protected by law; and be able to demonstrate compliance with affirmative action programs, if applicable.
- **There will be a 30 day notice of any changes of this contract, by either party.** Any changes will be verbally discussed, put into writing and signed by both Town of Shelby Supervisor and Contractor within the 30 day limit or as verbally agreed upon.
- **There is a required 30 day notice of termination to this contract by either party.**
- All services will be paid on a monthly basis, per invoice. All services begin upon approval of this contract. Upon approval, a building entry key will be provided to the contractor.

Town Of Shelby
4062 Salt works Rd.
Medina, NY 14103

Whole Building Services as follows:

Court Room, Clerk area, Highway Department area, Restrooms and Main areas:

- Restock paper products
- Refill soap dispensers
- Clean and sanitize handrails and door handles
- Clean and sanitize toilet, urinal areas
- Clean and sanitize sinks, counters, mirrors and faucets
- Empty garbage and replace liners

Vacuum/sweep and mop floors

Main Foyer and Halls:

- Clean and sanitize all door handles and push bars
- Clean and sanitize all tables and chairs
- Clean and sanitize drinking fountain
- Clean interior windows and doors
- Empty garbage and replace liners
- Vacuum area rugs, sweep and mop floors

Break Room/ Locker Room

- Clean and sanitize tables
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Contractor

Date

Town of Shelby Supervisor

Date

-