

**CLEANING SERVICES FOR TIOGA COUNTY  
BUILDINGS**

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**PROPOSAL**

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**Bid Opening – August 14, 2019 @ 11:00 am**



**Tioga County Department of Public Works  
477 State Route 96  
Owego, NY 13827**

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

Bids are to be opened at 11:00 AM, Wednesday, August 14, 2019 in the Tioga County Department of Public Works office, 477 State Route 96, Owego, NY 13827 by the Commissioner of Public Works.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CERTIFIED PAYROLLS:** The Contractor shall submit certified payrolls with each payment application in order to receive payment. Cleaners will be required to clock in at each facility on a time card in a time clock recorder provided by the County. Time cards will be compared to the certified payrolls for accuracy. Any discrepancies between the two (2) records will be ruled in the County's favor and the contractors pay will be reduced by the hourly discrepancy times the employee rate of pay.

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

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

1. **SCOPE:** The County of Tioga seeks to enter into a systems contract for Cleaning Services from which Tioga County government will purchase their cleaning service for the specified Tioga County Buildings/ areas.
2. **GENERAL DESCRIPTION:** This is a systems contract for cleaning services for the Tioga County Buildings/ areas specified.
3. **REPORTING REQUIREMENTS:** The Contractor must provide the Tioga County Buildings and Grounds Supervisor with reports as required.
4. **CONTRACT TERM:** The contract for the Tioga County Office Buildings shall commence as soon as possible and continue for a term of two years. The 2nd year of the contract will be adjusted by the increase in prevailing wages. The contract may be extended for up to three (3) additional periods of one (1) year upon written notice from the County of Tioga, the cost, term, and conditions remaining unchanged except that an allowance equal to the number of hours worked per year times the increase in prevailing wage rate will be made. Each extension of one (1) year is at the sole option of Tioga County.
5. **MINIMUM ACCEPTABLE STANDARDS:** As described in the detailed specifications. Note minimum standards will be enforced on a regular basis and failure to consistently meet them will result in revocation of this contract.
6. **PERFORMANCE ABILITY:** Bidder must be able to cover vacation periods, illness, and all other causes of absence so that the Tioga County Buildings are cleaned as prescribed in the specifications. All persons assigned full-time, part-time, or temporarily must successfully pass a background check prior to working in Tioga County facilities and they must sign a confidentiality agreement.
7. **INSPECTION:** Tioga County reserves the right to inspect all work done under this contract and requires all non-conforming work to be brought up to an acceptable standard with no additional charge for doing so. Repeated failure to meet acceptable standards could result in any or all of the following consequences: (1) forfeiture of all or part of the bid security posted by the Contractor; (2) withholding of a portion of the payment due the Contractor; and/or (3) withdrawal of the contract award.
8. **NOTICE OF AWARD:** The successful bidder(s) will be notified by means of a Tioga County Resolution awarding the contract to the successful vendor. The resolution will have the seal of the Clerk of the Legislature affixed to it.
9. **RESPONSIBILITY FOR ALL CLEANING PRODUCTS & EQUIPMENT:** All cleaning products and equipment shall be owned by and be the responsibility of the Contractor. All Costs associated with procuring and maintaining these products and equipment shall be built into the bid price. The contractor will provide SDS information for all products to be utilized and maintain these documents in a central location within the County building being cleaned.
10. **INSPECTION:** The Tioga County Buildings and Grounds Supervisor or his designee will make periodic, random inspections of the County Buildings, and all unacceptable work will be brought to the attention of the Contractor. The Contractor shall have twenty-four (24) hours from the time of notification to rectify the unacceptable work unless the unacceptable work involves a health or safety hazard. For all health and safety hazards, the Contractor shall have a two-hour (2) response time for having personnel at the affected County Buildings to rectify the unacceptable work.
11. **DELIVERY FAILURES:** Failure of the Contractor to deliver the services specified within the time specified or within a reasonable time as determined by the County or failure to correct unacceptable work shall constitute default. Cleaning Services consistent with this bid may be secured from another source for the remaining time of the contract. Further, the Contractor shall be responsible for all costs incurred by the County to secure another Contractor. The Contractor shall not be liable for failure to deliver contract services that result from fire, flood, strike, act of God, act of government, act of an alien enemy, or by any other circumstances, which in the opinion of the County, are beyond the control of the Contractor. Under such circumstances, however, the County may cancel the contract with no penalty to the County. As a minimum, the County Buildings and Grounds Supervisor

will inspect each building prior to paying the monthly invoice and will require all deficiencies to be corrected before the invoice is paid.

12. **FUND AVAILABILITY:** This agreement shall be valid only to the extent of the monies available to the County of Tioga, and appropriated therefore, and no liability on account thereof shall be incurred by the County beyond the monies available and appropriated for this purpose thereof.
13. **TAX EXEMPTIONS:** No taxes are to be billed under this contract as a result of this bid. Bids shall not include any federal, state, or local excise, sales, transportation, or other tax, unless federal or state law specifically levies such tax on purchases made by a political subdivision.
14. **COMPLIANCE:** The Contractor shall comply with all laws, rules, regulations, and ordinances of the Federal government, the State of New York, and any other political subdivisions or regulatory body, which may apply to its performance under this contract.
15. **DISCRIMINATION:** The Contractor agrees:
  - a. That in the hiring of employees for the performance of work under this contract, no contractor, nor any person acting on behalf of such contractor, shall by reason of race, creed, color, sex, national origin, age, disability, marital status, or Vietnam Era veteran status, discriminate against any citizen of the United States who is qualified and available to perform the work to which the employment relates. Tioga County is an Equal Opportunity Employer.
  - b. That no contractor, nor any person on its behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex, national origin, age, disability, marital status, or veteran status.
  - c. That this contract may be cancelled or terminated by the County of Tioga and all monies due or to become due hereunder may be forfeited for a violation of the terms or conditions of this section of the contract. The successful bidder to whom the bid is awarded shall indemnify and hold harmless the County of Tioga and its agents and employees from and against all claims, damages, losses, or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.
16. **ASSIGNMENT:** No assignment or subletting of this contract shall be made without specific prior approval in writing by Tioga County.
17. **CHANGES IN THE WORK:** The County may, as the need arises, order changes in the service, or products required under these specifications through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the successful bidder and the County of Tioga. Failure to reach agreement can result in termination of this contract.
18. **METHOD OF AWARD:** The County of Tioga intends to award the contract to the lowest responsive and responsible bidder based upon the grand total for each building. This information is required to enable the County to cross-reference every item to insure that a fair "apples to apples" comparison can be made between bids.
19. **EXTENSION:** In the event that the contract has terminated and the County has re-bid and is awaiting the results of the re-bid, this contract may be extended by the County on a month-to-month basis until such time as the bid as been awarded and performance started.
20. **CANCELLATION:** The County reserves the right to cancel the contract at any time during the contract term by written ten (10) day notice of cancellation mailed to the address of the vendor.

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

1. **OTHER CONTRACTS:** This contract is not an exclusive contract for cleaning services. It is the intent of the County of Tioga to utilize this contract in fulfilling its need for cleaning services at various Tioga County Buildings. However, the County reserves the right to purchase cleaning services contained in this contract from other contracts or quotations, or in the open market, should doing so result in significant savings or other terms and conditions that are more favorable. The County of Tioga further reserves the right to seek separate public bids for items in this contract where doing so may result in more favorable pricing due to quantities, market factors, or other reasons.
2. **PRODUCT SUPPLIES:** During the term of this contract, the contractor must identify to the Supervisor of the Buildings and Grounds Supervisor upon request, which items being supplied are manufactured by minority business enterprises (M.B.E.'s ). During the term of the contract the Contractor must identify to these officials which items being supplied are made with recycled products.
3. **ADDITIONS AND DELETIONS:** The County of Tioga reserves the right at any time during the contract term to add or delete cleaning services at prices to be negotiated with the Contractor.
4. **BIDDER'S QUALIFICATIONS NARRATIVE:** To be considered responsive a bidder must demonstrate to the satisfaction of the County of Tioga that the bidder is capable immediately upon award of contract of meeting the terms and conditions of this contract. By submitting a bid a bidder acknowledges and accepts the right of the County, at its sole discretion, to apply whatever criteria it deems to be reasonable in determining whether or not a bidder can meet all of the terms and conditions of this contract, and to accept or reject a bidder based on the County's determination.
5. **BIDDER RESPONSIBILITY:** A responsible bidder must be able to demonstrate the experience, financial stability, personnel, stock capacity, and systems to perform this contract. Major criteria to be considered in evaluating these factors are as follows:
  - a) Bidders are to accomplish this requirement in a narrative format not to exceed two (2) double-spaced typewritten pages. Number your narrative as indicated below. You may offer added comments at the end of the document if you wish.
    - i. Describe equipment product, personnel, and back-up equipment product and personnel, in all phases of cleaning sufficient to meet Tioga County's cleaning requirements.
    - ii. Each bidder is to provide the company names, addresses, telephone numbers, and names of contact persons of three (3) private companies or units of government with whom you have been under contract for cleaning services in the past five (5) years.
    - iii. Demonstration of the Contractor's ability to provide experienced technical representatives to handle any needs or questions which come up on a daily basis, and experienced support staff to ensure that this contract is serviced quickly, efficiently, and courteously.
    - iv. Demonstration of capability to meet the delivery needs of this contract.
    - v. Demonstration of billing systems to ensure smooth, correct, and efficient billing to as many separate accounts as are established.
    - vi. Each bidder must list any other name that you have done business under in the past five (5) years.
  - b) A bidder must supply within three (3) days of request any information requested by Tioga County as part of its review of qualifications.

6. **INVOICING:** The Contractor shall invoice the Tioga County Public Works, 477 Route 96, Owego, NY 13827, once at the end of each month for services and/or products delivered. The invoice must, as a minimum, include an invoice number, date, description of services rendered including number of hours of service, description of quantity of products supplied, and certified payrolls. Each building's costs and services shall be listed separately on the monthly invoice. Contractor shall additionally ensure that the County Buildings and Grounds Supervisor has on hand all necessary Safety Data Sheets (SDS) for products used in the County Office Buildings.
7. **INSURANCE & INDEMNIFICATION:** SEE ATTACHED
8. **OVERVIEW:** Total Annual Charge to provide daily (Monday through Friday) cleaning services according to specifications for the Tioga County buildings/areas. All work to be done daily after 5:00 PM except as specified, except on legal holidays when the buildings are closed and no cleaning services are required. County legal holidays are subject to annual negotiations and may vary from year to year. For Bid purposes, know that in 2019-2020 there will be twelve (12) legal holidays. If that number varies, adjustments may be negotiated with the County by the Contractor. The Contractor is to provide all personnel and equipment necessary to satisfy the job as specified in the section labeled "Cleaning Specifications".
9. **PROOF OF BONDING:** Additionally, the successful bidder shall provide proof of bonding \$5,000 at least ten (10) days prior to the beginning of the contract and all charges for bonding are to be included under this section. Also include all travel charges and any other expenses that are not specifically excluded.
10. **CLEANING AGENTS:** The contractor will provide the County with Safety Data Sheets (SDS) as required by law for all cleaning agents that will be stored by Tioga County. **INCLUDE ALL CLEANING AGENTS IN OVERVIEW.**
11. **TIME CLOCKS:** Tioga County will provide time clocks at each location. Time charged will be checked against certified payrolls.
12. **NOTE:** Tioga County is exempt from payment of New York State Sales Tax under Provisions of Section 1116 of the Tax Law of the State of New York. Additionally, Tioga County has the following Federal Tax Exemption number 15-6000468.

A walk through of the Tioga County Buildings has been scheduled by the Buildings and Grounds Supervisor (607-343-2816) on Wednesday, August 7, 2019 beginning at the Hubbard Auditorium, Ronald E. Dougherty County Office Building, 56 Main St., Owego, NY 13827.

NOTE: Prevailing wage rates as required under Article 9 are attached and shall be met or exceeded. All interpretations of this requirement will be made by Officials of the NYS Department of Labor, Bureau of Public Works, which has offices in Binghamton, NY and Albany, NY. The Contractor shall be responsible for contacting this agency (Binghamton 721-8005, Albany 518-457-6803). The PRC# for this project is 201900911.

**RONALD E. DOUGHERTY COUNTY OFFICE BUILDING (COB) 56 MAIN ST.  
68 TEMPLE ST. & PUBLIC WORKS/HIGHWAY BUILDINGS  
CLEANING SPECIFICATIONS**

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

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

**NIGHTLY**

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

**TWICE WEEKLY**

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

**QUARTERLY**

1. Change Air Fresheners

**YEARLY**

1. Strip and wax all tile floors.
2. Wax all floors a 2nd time.



**68 TEMPLE ST.**

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

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

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

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

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

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

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

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

**NIGHTLY**

1. Empty all trash cans and replace liners.
2. Completely clean, sanitize and deodorize all restrooms. Cleaning includes but is not necessarily limited to scrubbing all plumbing fixtures, sweeping and mopping floors, dusting and/or washing all walls and ceilings as necessary, resupplying toilet paper, paper towels, and soap dispensers. Empty Trash and Sanitary Napkin Containers. NOTE: Tioga County will provide all paper products (toilet tissue, hand towels).
3. Clean hallways and entryways including glass inside and out and dust-mopping of all tile areas.
4. Sweep all stairways.
5. Vacuum all hallway carpeted areas.
6. Clean all Public Health Clinic areas according to NYS Department of Health specifications (Article 28).
7. Clean and sanitize all drinking fountains.
8. Clean and wet mop elevator cars.
9. General cleaning all hallways/entryways including mop boards.
10. Clean in any necessary manner all concrete, tile, or vinyl covering of stairs and stairways.
11. Clean all interior glass as needed including exterior of entry doors.
12. Wet mop all concrete and tile floors, i.e.: hallways, stairs, stairways, and entryways.

**ONCE WEEKLY**

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

**TWICE WEEKLY**

1. Dust and vacuum all offices.

**YEARLY**

1. Strip and wax all tile floors
2. Wax all tile floors a 2nd time.

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

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

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

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

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

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

Cleaning is to be done Monday through Friday after 5:00 PM. A minimum of 75 hours per week (3 people 5 hours per day) is required at the Court Annex & Clerks Bldg. and a minimum of 25 hours per week (1 person 5 hours a day) is required at the Court House. Some shifting of cleaners between the structures will be allowable to efficiently clean the structures.

Cleaners must follow the cleaning schedule provided (pages 12-13) to ensure adherence to NYS Facility Guidelines for Court facilities. The provided checklist (pages 14-17) must be completed daily and maintained in the janitorial closet. Court staff comments and requests will be left on the checklist for cleaners to review and address. Completed weekly checklist should be submitted to cleaning supervisor each week and shared with County and UCS M&O Coordinator via email following review from cleaning supervisor. Please note that the checklist is subject to change depending on facility needs.

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

Tioga County will contract for the installation and maintenance of the carpeted runners.

## Cleaning Schedule - Unified Court System

<b>Public Areas : including lobby, security station, circulation, waiting rooms, conf. rooms</b>		
sanitize public counter at intake, and security desk	Daily	
empty trash cans	Daily	
clean/sanitize drinking fountain	Daily	
sanitize conf. tables, waiting room tables, and chair arms in waiting	3x per week	
vacuum floors	3x per week	
mop tile floors - including ramps & stairs	2x per week	may require more frequent cleaning in winter
clean interior windows and security and intake windows	Monthly	
dust all surfaces, arrange furniture	Weekly	
sanitize door knobs	3x per week	
sanitize the elevator surfaces	Weekly	
dust/clean walls, woodwork, doors	Monthly	
clean lobby entrance glass	Monthly	
clean glass ceiling of vestibule and inside light fixtures	Bi-Annually	
Wash interior side of exterior windows	Bi-Annually	
spot clean all areas	As Required	

<b>Private &amp; Public Restrooms</b>		
empty trash cans	Daily	
clean/sanitize toilets, toilet seats, toilet bowls, sinks & faucets	Daily	
resupply paper, soap, towels	Daily	check daily, resupply as needed
clean/mop floors	Daily	mop bucket liquid to be changed daily
clean mirrors	2x per week	
sanitize door knobs	3x per week	
wash walls, stalls etc	Weekly	
spot clean all areas	As Required	

<b>Staff areas (offices, chambers, kitchen/lounge, jury room)</b>		
empty trash cans	Daily	
Sanitize public counter at intake	Daily	
vacuum floors (stairs, entry, under desks)	3x per week	
Mop kitchen floor	Weekly	
Clean intake windows	Weekly	
sanitize door knobs	3x per week	
dust window sills, doors, frames and shelving/cabinets	Monthly	please alert staff so they can remove personal items
clean blinds (with duster)	Quarterly	
dust high walls and ceilings	bi-annually	
Wash interior windows	bi-annually	
spot clean all areas	As Required	

<b>Courtroom</b>		
empty trash cans	Daily	
sanitize courtroom desks & counter	Daily	
vacuum floors	3x per week	
dust, clean, arrange furniture	Weekly	
dust window sills, doors, frames and shelving/cabinets	Monthly	please alert staff so they can remove personal items
clean blinds (with duster)	Quarterly	
dust high walls and ceilings	bi-annually	
Wash interior windows	bi-annually	
spot clean all areas	As Required	

<b>General Cleaning</b>		
remove cobwebs	monthly	
spot clean all areas	As Required	

PUBLIC AREAS (lobby, security stations, circulation, waiting rooms, conference rooms)											
Date __/__/__		Date __/__/__		Date __/__/__		Date __/__/__		Date __/__/__		Date __/__/__	
Initial	Task	Initial	Task	Initial	Task	Initial	Task	Initial	Task	Initial	Task
	empty trash cans		empty trash cans		empty trash cans		empty trash cans		empty trash cans		empty trash cans
	sanitize with anti-bac multi-surface cleaner public counter and security counter		sanitize with anti-bac multi-surface cleaner public counter and security counter		sanitize with anti-bac multi-surface cleaner public counter and security counter		sanitize with anti-bac multi-surface cleaner public counter and security counter		sanitize with anti-bac multi-surface cleaner public counter and security counter		sanitize with anti-bac multi-surface cleaner public counter and security counter
			sanitize with anti-bac multi-surface cleaner conference tables, waiting tables, and chair arms		sanitize elevator surfaces		sanitize with anti-bac multi-surface cleaner conference tables, waiting tables, and chair arms		sanitize with anti-bac multi-surface cleaner conference tables, waiting tables, and chair arms		vacuum carpets thoroughly
	sanitize door knobs				sanitize door knobs				Dry dust surfaces (all sides of furniture); arrange furniture		sanitize door knobs
	vacuum carpets thoroughly		mop tile - lobby & circulation area		vacuum carpets thoroughly		mop tile - lobby & circulation area				mop tile - lobby & circulation area

MONTHLY: \_\_/\_\_/\_\_

	dust (dry and wet)
	clean lobby entrance glass
	clean walls, surfaces, doors
	clean cobwebs from ceiling corners

NOTES/COMMENTS:

# PUBLIC & PRIVATE BATHROOMS

Date __/__/__		Date __/__/__		Date __/__/__		Date __/__/__	
Initial	Task	Initial	Task	Initial	Task	Initial	Task
	empty trash cans		empty trash cans		empty trash cans		empty trash cans
	clean/sanitize toilets (all sides), seats, bowls, sinks and faucets		clean/sanitize toilets (all sides), seats, bowls, sinks and faucets		clean/sanitize toilets (all sides), seats, bowls, sinks and faucets		clean/sanitize toilets (all sides), seats, bowls, sinks and faucets
	clean and mop floors		clean and mop floors		clean and mop floors		clean and mop floors
	resupply paper, soap towels as necessary		resupply paper, soap towels as necessary		resupply paper, soap towels as necessary		resupply paper, soap towels as necessary
	wipe down stall walls and wash bathroom walls		clean mirrors		dry dust surfaces		clean mirrors
	sanitize door knobs				sanitize door knobs		sanitize door knobs

NOTES/COMMENTS:



STAFF AREAS (offices, chambers, kitchen/lounge, jury room)									
Date __/__/__		Date __/__/__		Date __/__/__		Date __/__/__		Date __/__/__	
Initial	Task	Initial	Task	Initial	Task	Initial	Task	Initial	Task
	empty trash cans		empty trash cans		empty trash cans		empty trash cans		empty trash cans
	sanitize tables and surfaces with anti-bac multi-surface cleaner		dry dust surfaces, arrange furniture (including fireplace); including file cabs, file systems, chairs, etc)		vacuum carpets thoroughly (include stairs and under desks)		sanitize tables and surfaces with anti-bac multi-surface cleaner		sanitize door knobs
	sanitize door knobs								
	vacuum carpets thoroughly (include stairs and under desks)		clean intake windows with glass cleaner		sanitize door knobs		mop kitchen		vacuum carpets thoroughly (include stairs and under desks)

MONTHLY: \_\_/\_\_/\_\_

	dust window sills, shelving/cabinets, tables etc
	wipe/wash breakroom walls
	clean cobwebs from ceiling corners

NOTES/COMMENTS:

COURTROOM									
Date __/__/__		Date __/__/__		Date __/__/__		Date __/__/__		Date __/__/__	
Initial	Task	Initial	Task	Initial	Task	Initial	Task	Initial	Task
	wipe down chairs in ALL Courtrooms (including arms and fabric seats/back)		dry dust, arrange furniture		vacuum carpets thoroughly (under tables and between aisles)		dry dust, arrange furniture		vacuum carpets thoroughly (under tables and between aisles)
	vacuum carpets thoroughly (under tables and between aisles)		sanitize doorknobs						sanitize doorknobs
MONTHLY: __/__/__									
	dust blinds and baseboards	NOTES/COMMENTS:							
	wipe down wooden benches in Main Courtroom Gallery with wood cleaner/polish								
	clean cobwebs from ceiling corners								

**OFFICIAL BID FORM #2019-01  
(No other Form is Acceptable)**

**Total Annual Bid Price For:**

**Ronald E. Dougherty County Office Building  
56 Main St, Owego, NY,  
Buildings & Grounds 68 Temple St. Owego, NY  
& Public Works/Highway Garage  
477 Route 96, Owego, NY**

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

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

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

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

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

**All Buildings**

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

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

**HAVE YOU:**

**CHECKED CALCULATIONS?**

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

**INCLUDED BID SECURITY**

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

**SIGNED PROPOSAL — BID FORM?**

**RETURN YOUR BID TO:**

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

**TO ALL BIDDERS**

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

**NON-COLLUSIVE BIDDING CERTIFICATE**

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

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

\_\_\_\_\_  
**Authorized Representative (Type or Print)**

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

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

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

# TIOGA COUNTY, NEW YORK

## General Contract and Insurance Specifications

<b>Project Description or Contract Number:</b>	Cleaning Services
<b>Date Issued:</b>	Tuesday, July 30, 2019 11:25 AM
<b>Vendor name ("Contractor"):</b>	TBD
<b>County Department:</b>	Public Works

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

### **Part I. General Provisions**

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

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

1.

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

2. The certificate face shall:

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

3. The Additional Insured & Certificate Holder should read:

County Of Tioga

**Attn: Law Department**

56 Main Street, Owego, NY 13827

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

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

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

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

### **Part IV      Safety**

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

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

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



## **STANDARD CLAUSES FOR TIOGA COUNTY CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.**

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**STANDARD CLAUSES FOR TIOGA COUNTY**  
**CONTRACTS**

The parties to the attached contract, license, lease, amendment, renewal or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the County of Tioga ("the County"), whether a contractor, vendor, licensor, licensee, lessor, lessee or any other party):

- 1. RELATIONSHIP OF PARTIES.** Contractor shall have the status of an independent contractor, and in accordance with such status, agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim that any of its officers or employees are officers or employees of the County by reason of this Agreement. Contractor further agrees that it will not make against the County any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- 2. EXECUTORY CLAUSE.** (A) **All Contracts.** In accordance with § 362 of the County Law, the County shall have no liability under this contract to Contractor or to anyone else beyond funds appropriated and available for this contract. (B) **Certain Installment Purchase Contracts.** Further, in the case of an installment purchase contract, pursuant to General Municipal Law § 109-b, any such installment purchase contract is not a general obligation of the County. Neither the full faith and credit nor the taxing power of the County of Tioga are pledged to the payment of any amount due or to become due under such installment purchase contract. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the contract. Further, no liability on account thereof shall be incurred by the state of New York municipal bond bank agency beyond the amount of such monies. It is understood that neither this contract nor any representation by any employee or officer of such agency creates any legal or moral obligation to appropriate or make state monies available for the purpose of the contract.
- 3. EXTENSIONS, RENEWALS, MODIFICATIONS.** Extensions or renewals to the Agreement or any modification including new products, terms, or price changes to the Agreement shall be submitted by the Contractor to the County for approval by the County Legislature of the County in order to be effective. No provision of a contract which states that the term of the contract shall be deemed renewed for a specified

additional period shall be effective against the County, absent a subsequent resolution of the County legislature, specifically authorizing such renewal.

- 4. NON-ASSIGNMENT CLAUSE.** In accordance with § 109 of the General Municipal Law, this contract may not be assigned by Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so without such consent are null and void.
- 5. INSURANCE AND INDEMNIFICATION, HOLD HARMLESS.** (A) **Insurance.** (i) (a) Contractor covenants and agrees to maintain in full force and effect during the term of this Agreement, and any subsequent term, comprehensive insurance in form, term and content satisfactory to the annexed standards of the County, which are incorporated herein (*Appendix B: General Contract and Insurance Specifications*) and, to prove as evidence of such compliance, insurance certificate(s) which shall be annexed to and made part of this Agreement and shall name the County of Tioga Attention: Law Department, as Additional Insured and certificate holder (not simply "certificate holder") (except Worker's Compensation/Disability Benefits) in connection with the work being performed. (b) Said certificate(s) shall be annexed hereto prior to or at the time of execution of this Agreement by the County. (c) Contractor acknowledges that failure to obtain or maintain such insurance on behalf of the County constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The County shall, if it deems it necessary, have the right to ask for additional certification at different points throughout the life of the contract. (B) **Indemnification, Hold Harmless.** Notwithstanding the limits of any policy of insurance provided or maintained by Contractor, Contractor shall defend, indemnify and hold harmless the County of Tioga and its officers, employees and agents from all claims, actions, suits, liabilities, damages, awards, costs and expenses (including, without limitation, attorneys' fees) of every nature and description arising out of or related to the services provided by Contractor under

this Agreement and arising out of or caused by any act, omission, breach or negligence of Contractor or its officers, employees, volunteers, or agents. Contractor's duties and obligations pursuant to this paragraph shall survive the termination or expiration of this Agreement.

**6. WORKERS' COMPENSATION BENEFITS.** This contract shall be void and of no force and effect unless Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law (WCL). Contractor understands and agrees that pursuant to WCL § 57 (workers' compensation requirements), Contractor must provide one of the following forms to the government entity issuing the permit or entering into a contract: (A) Form CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage; (B) Form C-105.2, Certificate of Workers' Compensation Insurance; or (C) Form SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Worker's Compensation Group Self-Insurance. Pursuant to WCL § 220(8) (disability benefits requirements), Contractor must provide one of the following forms to the entity issuing the permit or entering into a contract: (A) CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage (see above); (B) DB-120.1, Certificate of Disability Benefits Insurance; or (C) DB-155, Certificate of Disability Benefits Self-Insurance. (In the case of NYS Agencies acceptable proof consists of a letter from the NYS Department of Civil Service indicating the applicant is a New York State government agency covered for workers' compensation). Contractor acknowledges and agrees that, pursuant to the New York State Workers' Compensation Board, ACORD forms are not acceptable proof of such coverage.

**7. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Art. 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with § 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b)

discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in § 230 of the Labor Law, then, in accordance with § 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of § 220-e or § 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation. It is the sole responsibility of Contractor to determine if Contractor is subject to this contract provision and to ensure compliance with same.

**8. WAGE AND HOURS PROVISIONS FOR CERTAIN CONTRACTS.** If this is a public work contract covered by Art. 8 of the Labor Law or a building service contract covered by Art. 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Art. 8 of the Labor Law, Contractor understands and agrees that the filing of payrolls in a manner consistent with Subd. 3-a of § 220 of the Labor Law shall be a condition precedent to payment by the County of any State approved sums due and owing for work done upon the project. It is the sole responsibility of Contractor to determine if Contractor is subject to this contract provision and to ensure compliance with same.

**9. SET-OFF RIGHTS.** The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off any moneys due to Contractor under this contract up to any amounts due and owing to the County with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The County shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the County agency, its representatives, or the County Treasurer.

**10. RECORDS.** Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Legislature, County Treasurer and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under § 87 of the Public Officers Law (the "Statute") provided that: (i) Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(A) Pursuant to Tax Law § 5, Contractor understands and agrees that, notwithstanding any other provision of law, the County shall, at the time the County contracts to purchase or purchases goods or services or leases real or personal property from any person, require that each such person provide to the County such person's federal social security account number or federal employer identification number, or both such numbers when such person has both such numbers, or, where such person does not have such number or numbers, the reason or reasons why such person does not have such number or numbers. Such numbers or reasons shall be obtained by the County as part of the administration of the taxes administered by the New York State Tax Commissioner for establishing the identification of persons affected by such taxes. (B) Contractor further understands and agrees that, notwithstanding any other provision of law, the County shall, upon request of the commissioner, furnish to the commissioner the following information with respect to each person covered by this section: (1) business name or the name under which the applicant for a license or licensee will be licensed or is licensed; (2) business address or whatever type of address the County requires the applicant for a license or the licensee to furnish to it; and (3) federal social security account number or federal employer identification number, or both such numbers where such person has both such numbers, or the reason or reasons, furnished by such person, why such person does not have such number or numbers. Notwithstanding

Art. 6 of the Public Officers Law or any other provision of law, the report to be furnished by the County to the commissioner pursuant to this section shall not be open to the public for inspection. (C) For the purposes of this section, "Person" shall mean an individual, partnership, limited liability company, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or any other person acting in a fiduciary or representative capacity, whether appointed by a court or otherwise, or any combination of the foregoing. However, such term shall not include any public corporation, corporation formed other than for profit or unincorporated not-for-profit entity, except such term shall include an education corporation of the type dealt with in § 221 of the Education Law, an education corporation subject to Art. 101 of the Education Law and a cooperative corporation.

**12. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.**

Contractor certifies and warrants that any and all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of § 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subd. (including the County) or public benefit corporation. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Except as might be specifically authorized by State Finance Law § 165, any bid, proposal or other response to a solicitation for bid or proposal which proposes or calls for the use of any tropical hardwood or wood product in performance of the contract shall be deemed non-responsive.

**13. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.**

In the event Contractor conducts business in New York state, and owns or licenses computerized data which includes private information, Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa) as applicable.

**14. NON-COLLUSIVE BIDDING CERTIFICATION FOR CERTAIN CONTRACTS.**

In accordance with General Municipal Law § 103-d(1), if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury: (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under

penalty of perjury, that to the best of knowledge and belief: (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**15. IRAN DIVESTMENT ACT REQUIREMENTS FOR CERTAIN CONTRACTS.** In accordance with General Municipal Law § 103-g, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury: 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 that each bidder is not on the list created pursuant to paragraph (b) of Subd. 3 of § 165a of the State Finance Law.

**16. HIPAA REQUIREMENTS FOR CERTAIN CONTRACTS.** In the event that Protected Health Information is used or disclosed in connection with or in the course of the performance of the Agreement, a “Business Associate Agreement” (“*Business Associate Agreement*”), shall be attached to and incorporated by reference in the contract, in a form and content approved by the County and shall apply in the event that Protected Health Information is used or disclosed in connection with or in the course of the performance of the Agreement by the party signing this Agreement as Business Associate, and pursuant to which Business Associate may be considered a “business associate” of the County as such term is defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) including all pertinent regulations issued by the U.S. Department of Health and Human Services, as amended.

**17. PROMPT AUDITING OF VOUCHERS AND LATE PAYMENT PROVISIONS.** Consistent with accepted business practices and with sound principles of fiscal management, the County shall audit vouchers and make payments expeditiously and subject to proper and reasonable financial oversight activities designed to ensure that the County receives the quality of goods and services to which it is entitled and to ensure that public funds are spent in a prudent and responsible manner. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by General Municipal Law § 3a and General Municipal Law Art. 5-a, to the extent required by law.

**18. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**19. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise. Pursuant to Civil Practice Law and Rules 504(1), the place of trial of all actions related to this contract by or against the County or any of its officers, boards or departments shall be in such county.

**20. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily directed), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**21. GIVING OF NOTICES.** Any notice, request, or other communication required to be given pursuant to the provisions of this agreement shall be in writing and shall be deemed to have been given when delivered in person or five days after being deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, and addressed to the address listed on the face sheet of this contract. The address of either party to this agreement may be changed by notice in writing to the other party served in accordance with this provision.

**22. COUNTY ATTORNEY'S APPROVAL.** Contractor understands and agrees that the Tioga County Attorney's office may approve and make or require modifications, other than price and dates, prior to execution by the County to ensure compliance with applicable federal, state and local laws and with all provisions of the county's contract policy manual and insurance standards.

**23. DESCRIPTIVE HEADINGS FOR CONVENIENCE ONLY.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Contract.

**24. ACCURACY OF CONTRACTOR REPRESENTATIONS.** Contractor understands, acknowledges and agrees that this Contract will be relied upon by, and filed with, registered or recorded in or otherwise become a part of the records of, the County of Tioga. Contractor affirms, under penalty of perjury, to the best of his/her/its knowledge, information and belief, that the representations, agreements and promises made by Contractor in this Contract, and all attachments thereto, including any and all exhibits or appendices, is true, complete and accurate.

## **25. SEXUAL HARASSMENT POLICY VENDOR ACKNOWLEDGEMENT**

### **1. Vendor represents and warrants that:**

- a) It has received and understands Tioga County's Sexual Harassment Prevention Policy ("Policy"), which is also available on the Tioga County website at <https://www.tiogacountyny.com>
- b) It has provided each employee who provides a service to Tioga County with a copy of the Policy;
- c) All Vendor employees have received training on the Policy, including how to file a complaint of sexual harassment against Tioga County under the Policy;
- d) A Vendor employee who has not received a copy of the Policy and/or received training on the Policy shall not be assigned to work at a Tioga County facility or with Tioga County employees; and
- e) Vendor shall not retaliate against a Vendor employee who exercises a right protected under the Policy or law. Upon request, Vendor shall provide Tioga County with a Vendor employee's written acknowledgement of the Policy and training received.

2. To the fullest extent provided by law, and without prejudice to any rights Tioga County may have against Vendor, Vendor shall fully cooperate with Tioga County's investigation into any claim(s) of sexual harassment by a Vendor employee against Tioga County and shall further indemnify and hold Tioga County harmless from any (a) breach of this provision, to include the representations and warranties made in paragraph 1 above; and b) the cost and expense of any investigation undertaken by Tioga County which pertains to or arises from the filing of a Vendor employee's claim against Tioga County under this policy.

## **26. CLAUSES FOR NYSDOT FUNDED CONTRACTS**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices

the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 27.

**3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

**4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Recipient Federal Highway Administration and Federal Transportation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or Federal Highway Administration and Federal Transportation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration and Federal Transportation Administration may determine to be appropriate, including, but not limited to:

- a) withholding payments to the contractor under the contract until the contractor complies; and/or
- b) cancelling, terminating, or suspending a contract, in whole or in part.

**6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration and Federal Transportation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a Subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.