



**TOWN OF FISHKILL**  
**REQUEST FOR PROPOSAL #2021-01**  
**JANITORIAL/CLEANING SERVICES FOR TOWN HALL,**  
**RECREATION CENTER, HIGHWAY ADMINISTRATIVE**  
**OFFICES & POLICE BUILDING**

Proposals must be delivered to the Town of Fishkill Town Clerk's  
Office:

Town of Fishkill  
807 Route 52  
Fishkill, NY 12524

Proposal Due: Friday, January 29, 2021  
By 10:00 AM

**TOWN OF FISHKILL**  
**REQUEST FOR PROPOSAL #2021-01**  
 JANITORIAL/CLEANING SERVICES FOR TOWN HALL,  
 RECREATION CENTER, HIGHWAY ADMINISTRATIVE  
 OFFICES & POLICE BUILDING

The Town of Fishkill ("Town") is requesting proposals from qualified candidates capable of providing janitorial/cleaning services at four (4) venues consisting of the Town Hall, the Town Recreation Building, Highway Administrative Offices and Police Facility in the Town of Fishkill.

The cleaning service contractor shall be responsible for performance of the services listed within Attachment "A" attached hereto on days to be designated by the Town for one (1) year, renewable for an additional 3 terms. The frequency of services shall be Monday through Friday for Town Hall and Highway and Monday through Sunday for Recreation Center and Police Department. All work shall be performed during the time interval of 8:00 pm to 8:00 am.

The parties responding to this request for proposal must demonstrate satisfaction of the minimum qualifications as follows:

- A. Maintenance of an established cleaning business for a period of time deemed suitable to the Town.
- B. Bonding of employees to an extent deemed suitable by the Town.
- C. Maintenance of policies of insurance deemed acceptable to the Town.
- D. Maintenance of a business office within a distance of the Town Hall deemed suitable to the Town.

Each interested individual shall submit an original proposal plus 2 copies. Vendors requiring a tour of the facility should contact Olympia Del Bianco-Sexton at (845) 831-7800, extension 3336 or via email at [odelbianco-sexton@fishkill-ny.gov](mailto:odelbianco-sexton@fishkill-ny.gov) to schedule an appointment. All submissions shall be received in the office of the Town Clerk of the Town of Fishkill by 10:00 AM on January 29, 2021. Proposals must be in sealed envelopes addressed to the Town Board, Town of Fishkill, 807 Route 52, Fishkill, NY 12524-3110 clearly labeled "Request for Proposal – Janitorial/Cleaning Services".

Proposals should identify the cost chargeable to the Town on a monthly basis at each of the four venues, as well as, the total per annum for the entire contract.

**Late proposals will be returned to the offeror unopened.** Town of Fishkill will not be responsible for unmarked/improperly marked proposals or for proposals delivered to the wrong location. Proposals may be withdrawn at any time prior to opening. Alterations made before opening time must be initialed by offeror guaranteeing authenticity. After the official opening, proposals become the property of the town of Fishkill and may not be amended, altered or withdrawn without the recommendations of the Comptroller and approval of the Supervisor.

**Town of Fishkill is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this proposal.**

*Town of Fishkill reserves the right to accept or reject in part or in whole any proposals submitted and to waive any technicalities for the best interest of the Town.*

## General Terms and Conditions

Proposals **MUST** give full company name and address of the offeror. Failure to manually sign proposal will disqualify proposal. Person signing should have **TITLE** or **AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT**.

1. **STANDARDS.** It is understood and agreed that only the highest possible standards of cleanliness are acceptable and shall be maintained; that the following specifications are not to be construed as complete, and all items not included but found necessary to properly clean the buildings, shall be included as though written into this RFP.
2. **CHANGE ORDERS.** If and when field conditions necessitate changes, additions or deletions, changes may be made to the contract. The Town of Fishkill will issue the necessary change orders in writing describing such changes and indicating the amount of the change, if any, in the contract amount.
3. **SUPERVISION.** The contractor shall give personal supervision to the work and shall employ a competent foreperson during the progress of the work. The contractor shall employ a sufficient number of competent workers who are experienced in this type of work. The foreperson shall make a detailed inspection upon completion of each night's work and shall make a daily report listing all work completed under the specification.
4. **WORK AREA CLEANLINESS.** The contractor shall clean up all disruption caused by their operations. No debris shall be allowed to accumulate. The contractor shall leave all furniture, equipment, etc., in rooms and other places where the work is done in the same position and condition in which it is found.
5. **PROTECTION OF PROPERTY.** The contractor shall keep all exterior doors locked when the building is unoccupied and shall be responsible for locking the doors of the building, at times other than when they are in normal use. The contractor shall not open any doors for purposes other than cleaning. Any property damaged by the contractor in carrying out the provisions of this contract shall be restored to its original condition by and at the expense of the contractor. The Town of Fishkill shall hold the contractor responsible for Town property which is lost or stolen during the execution of the work. Smoking by employees is not allowed inside the buildings and only allowed in designated areas.
6. **AREAS TO BE INCLUDED.** The areas to be included under this specification shall include the complete Town Hall which includes the Justice Court area, Recreation/Senior Center, Highway Garage Administrative Offices and Police Building whether specifically referred to or not.
7. **TIME OF WORK PERFORMANCE.** The majority of work in this specification shall be done before or after normal Town of Fishkill business hours. Work shall not interrupt building functions and the contractor shall coordinate work so as not to conflict with building functions. Work shall be based on a five (5) day Monday-Friday work week.
8. **METHOD OF OPERATION.** No deviation from the specified method of operation will be permitted. However, the scheduled time for weekly work may be varied if mutually agreeable between the two parties. Duties to be performed daily shall be done during a mutually agreed upon schedule.
9. **IDENTIFICATION.** A list of all contractor employees working at Town buildings will be supplied to the building superintendent. The contractor will update the list as employees are added or removed from the cleaning operation.
10. **LIGHTS.** Only those lights necessary for cleaning in the immediate areas where employees are working will be lighted. All lights shall be turned out before leaving the area that has been cleaned.

- 11. SECURITY.** The contractor shall be responsible for all keys issued to their supervisor. Keys shall not be left in doors and employees are not to admit anyone, under any circumstances, into the building where they are working. All doors shall be closed, locked and checked upon leaving each room that has been cleaned. If keys are lost, misplaced or stolen by any of the contractor's employees, the contractor shall be responsible for the cost of re-keying the entire building.
- 12. PERSONAL PROPERTY AND OFFICE EQUIPMENT.** Employees of the contractor shall not disturb papers on desks, open drawers or cabinets or tamper with personal property. Use of telephones, computers, copiers, radios, television sets or any other Town-owned office equipment shall not be permitted.
- 13. MINIMUM QUALIFICATION.** Each bidder must have had a minimum of three years' experience cleaning a minimum of 10,000 square feet of office or public buildings. Each bid shall state years of experience and give references.
- 14. REPORTING.** Employees of the contractor shall report to the Building Superintendent anything out of the ordinary, such as doors unlocked, stopped toilets and drains, broken fixtures and equipment, lights out of order or left on, etc.
- 15. CLEANER'S CLOSETS.** Closets are to be kept clean and orderly at all times. There shall be no flammables stored in these areas.
- 16. WEEKLY INSPECTIONS.** Inspections will be performed at the end of each shift and reported on the provided checklist. The Superintendent of Buildings and Grounds and the contractor's supervisor shall meet at least weekly and review the status of cleaning operations.
- 17. HOURS WORKED.** Each bid shall state the number of work hours scheduled for the daily cleaning activities.
- 18. SUBCONTRACTING.** The contractor shall not assign, subcontract or transfer any interest in this Agreement without the prior written consent of the owner. The contractor further agrees that none of the services to be performed under this Agreement shall be subcontracted to any other organization, association, individual, partnership or group of individuals without the prior written consent of the owner.
- 19. THE TOWN OF FISHKILL WILL PROVIDE ALL CLEANING PRODUCTS THAT ARE ENVIRONMENTALLY FRIENDLY.** Products are located in each building. The Town will also provide paper towels, trash bags, toilet paper and dispenser soap. The contractor will notify the building superintendent when Town supply items need to be replenished. All paper, plastic, metal, glass and cardboard will be recycled and placed in appropriate bins for pick up. They shall not be co-mingled or disposed with rubbish.
- 20. INDEMNITY:** The successful offeror agrees, by entering into this contract, to defend, indemnify and hold Town of Fishkill harmless from any and all courses of action of claims of damages arising out of or related to offeror's performance under this contract.
- 21. PREVAILING WAGES:** Prevailing wages as prescribed by the Labor Code of the State of New York applies.
- 22. FEDERAL, STATE, and LOCAL LAWS:** All offerors will comply with all Federal, State and local laws relative to conducting business in Town of Fishkill including, but not limited to licensing, labor and health laws. The laws of the State of New York will govern as to the interpretation, validity and effect of this RFP, its award, and any contract entered into.

**23. RIGHT TO ASSURANCE:** Whenever a party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given with five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

**24. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee of the Town shall have a financial interest, direct or indirect, in any contract with the Town or shall be financially interested, directly or indirectly, in the sale to the Town of any land, materials, supplies or service, except on behalf of the Town as an officer or employee. Any willful violation of this section shall constitute malfeasance in office and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this section, with the knowledge, expressively implied, of the person or corporation contracting with the Town shall render the contract voidable by the Commissioners' Court.

**TOWN OF FISHKILL**  
**807 Route 52, Fishkill, NY 12524**

**MINIMUM INSURANCE REQUIRED BY CONTRACTORS &  
SUBCONTRACTORS**

**INSURANCE REQUIREMENTS.** The Contractor will be required to provide proof of insurance as set forth below:

A. Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the Contractor shall as its sole expense, maintain the following insurance on its own behalf, and furnish to the Owner Certificates of Insurance evidencing same and reflecting the effective date of such coverage as follows:

- a. **Commercial General Liability Policy**, with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate for Bodily Injury and Property damage which shall not exclude coverage for:
  1. Products/Completed Operations;
  2. Independent Contractors;
  3. Commercial General Liability and Auto Liability

A per-job site endorsement shall be in force. Self-insured retentions in excess of \$25,000 per occurrence or claim shall be stated on the certificate of insurance or policy endorsement provided as proof of insurance. Owner reserves the right to require proof of financial security on larger self-insured retentions or deductibles.

- b. **Automobile Liability**: hired and non-owned liability coverage along with specific coverage for any owned or leased vehicle used at job site in the amount of \$1,000,000 for Bodily Injury and/or property Damage.
- c. **Umbrella Liability** with limits of no less than \$5,000,000 per occurrence and in aggregate on a follow-form or better basis over underlying General, Auto Liability, Employer's Liability and, if applicable, Professional Liability.
- d. **Worker's Compensation and Employers Liability Policy**. New York statutory coverage. A minimum of \$1,000,000 each claim, \$1,000,000 per disease and in aggregate shall be provided for Employers liability coverage. Worker's Comp C-105.2 or CE-200 exemption form is required. SI-12 form is required if self-insured.
- e. **Disability Insurance**: New York statutory coverage. Provide DB-120.1 form or if exempt, a CE-200 form. DB-155 is required if self-insured.
- f. **Professional Liability** (if applicable) with limits no less than \$1,000,000.
- g. **Environmental Impairment Liability**: If the contract requires handling, abating, or transporting or migrating hazardous or toxic substances of any type, including but not limited to fuel oil, with limits not less than \$5,000,000 per occurrence and in aggregate for Bodily Injury, Property damage and Clean Up and Removal.

- B. The Town of Fishkill and its assigns, officers, employees, representatives and agents shall be named as an “Additional Insured” on the General Liability and Auto Liability policies and the Certificates of Insurance shall show this applies to the General Liability and Auto Liability coverage on the certificate. For items a, b, c, f and g above ACORD certificate or equivalent is required. The certificate of insurance shall provide that ten (10) days written notice prior to cancellation or expiration shall be given to the Town of Fishkill.
- C. Cancellation of insurance or failure to renew insurance, if such occurs prior to the commencement of work or during the performance of work under this contract, shall constitute a material breach of contract if not cured as described in paragraph D below. If Contractor is notified by its insurer that Contractor’s general liability policy has been cancelled or will be cancelled any time within the next thirty (30) days for any reason including but not limited to non-payment of premiums, Contractor shall immediately cease all work under this agreement, and shall give the Town of Fishkill same day or next day business day written notice of such cancellation or threatened cancellation by personal delivery of such notice to the Town Clerk. A copy of such written notice shall also be sent to the Town Attorney by personal delivery, email or facsimile transmission. Failure to provide such notice as provided herein shall constitute a material breach of contract and in such event the Town of Fishkill may in its sole discretion withhold any payment otherwise due under contract. The Town of Fishkill reserves the right, as a condition of final payment or any installment payment, to require the Contractor to provide proof that Contractor maintained the required insurance throughout the performance of the work to be performed under this agreement.
- D. Any policy that lapses, expires or is cancelled during the term of the work shall be renewed, and proof of such renewal shall be sent by the Contractor and received by the Town of Fishkill no less than ten (10) days prior to lapse, expiration or cancellation of the original policy.
- E. The Town of Fishkill reserves the right to request copies of actual policies and endorsements to verify coverage.
- F. The term “Contractor” shall mean and include Subcontractors of every tier.
- G. Each insurance policy shall be written on a primary and non-contributing coverage basis, including any self-insured retention.
- H. Tools and equipment: Contractor is responsible for insuring the value of the Contractor’s own tools, equipment and materials brought, stored or operated at the job site. The Town of Fishkill is not responsible if any of these items is lost, stolen or destroyed.
- I. To the extent permitted by New York law, the Contractor waives all rights of subrogation or similar rights against Town of Fishkill, assigns, officers, employees, representatives and agents.
- J. The cost of furnishing the above insurance shall be borne by the Contractor. There will be no direct payment for this work. Cost will be deemed to have been included in the price bid or proposed for all scheduled items.

- K. Each policy of insurance shall contain clauses to the effect that such insurance (except NYS Disability, Worker's Comp, and professional liability insurance, if any) shall be primary without right of contribution of any other insurance carried by or on behalf of the Town with respect to the Town's interest. Not with standing anything to the contrary, Contractor irrevocably waives all claims against the Town for all losses, damages, claims or expenses resulting from risks that are commercially insurable, but Contractor's provision of insurance coverage shall not limit in any way Contractor's liability under this agreement.
  
- L. Failure to provide insurance, lack of insurance or inadequate limits of insurance does not limit in any way Contractor's obligations to reimburse insured parties.
  
- M. Any accident shall be reported to the office of the Town Supervisor as soon as possible and no later than 24 (twenty-four) hours from the time of such accident. A detailed written report must be submitted to the Town of Fishkill as soon as possible and not later than 3 (three) days after the date of such accident.

**VENDOR REFERENCES**

Please list three (3) references of current customers for which a similar service is provided. Other governmental entities or institutions with similar usages are preferred. Include addresses, contact person, and telephone numbers:

1. ENTITY

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CONTACT

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TELEPHONE

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LOCATION

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2. ENTITY

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CONTACT

---

TELEPHONE

---

LOCATION

---

3. ENTITY

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CONTACT

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TELEPHONE

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LOCATION

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Town of Fishkill  
**Indemnification and Hold Harmless  
 Agreement**

To the fullest extent permitted by law, Contractor/Subcontractor/Vendor will indemnify and hold harmless the Town of Fishkill, its officers, representatives, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including reasonable legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of Contractor/Subcontractor/Vendor, its officers, directors, agents, employees and subcontractors, in connection with the performance of any work by or for Contractor/Subcontractor/Vendor pursuant to any contract, Purchase Order and/or related Proceed Order. Contractor/Subcontractor/Vendor will defend and bear all costs of defending any actions or proceedings brought against the Town of Fishkill, their officers, representatives, agents and employees, arising in any employee of Contractor/Subcontractor/Vendor and shall not be limited in any way by an amount or type of damage, compensations, or benefits payable under any applicable workers' compensation, disability benefits or other similar employees benefit act.

The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the Indemnitees without negligence and solely by reason of statute, operation of law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Indemnities either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of law or otherwise). Where partial indemnity is provided hereunder, all costs and expenses shall be indemnified on a pro rata basis. Indemnification under the contract shall operate whether or no Contractor or its Subcontractors have placed and maintained the insurance required under the contract.

The Contractor/Subcontractor hereby expressly permits the Town of Fishkill to pursue and assert claims against the Contractor/Subcontractor/Vendor for indemnity, contribution and common law negligence arising out of claims for damages for death and personal injury.

Company: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Nature/Scope of Work Being Performed:

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## **Sexual Harassment Prevention Certification Form**

By submission of this application, each applicant and each person signing on behalf of any applicant certifies, and in the case of a partnering application each party thereto certifies as to its own organization, under penalty of perjury, that the applicant has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirement of section two hundred one-g of the labor law.

Company Name:

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Signature:

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Print Name and Title:

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Date: \_\_\_\_\_

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**If the above certification cannot be made, the applicant must submit a signed statement below detailing the reasons why the certification cannot be made.**

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Company Name:

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Signature:

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Print Name and Title:

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Date: \_\_\_\_\_

**NON-COLLUSIVE BIDDING CERTIFICATION**

General Municipal Law Section 103-d

“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 his knowledge and belief:

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

FIRM

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Attachment "A"  
**Town of Fishkill Buildings Cleaning Specifications**

	<b>Restrooms</b>	<b>Frequency</b>
1	Empty trash and replace liners	Daily
2	Sweep and wash floors with approved germicidal solution	Daily
3	Wash mirror, powder shelves, bright work, including flush meters and piping	Daily
4	Wash both hinges, sinks, toilet bowls and urinals with approved solutions	Daily
5	Wash tiles, partitions, doors and receptacles	Weekly
6	Empty and clean towel and sanitary disposal receptacles	Daily
7	Fill toilet tissue, soap and towel dispensers with supplies; extra roll of toilet paper	Daily

	<b>Hallways, Lobbies, Stairwells, Meeting Rooms and Offices</b>	<b>Frequency</b>
8	Clean entrance doors and glass	Daily
9	Vacuum all carpets	Daily
10	Empty all trash barrels, replace liners (must be able to lift 50 lbs)	Daily
11	Wash all floors	Weekly
12	Sweep floors	Daily
13	Spot cleaning and dusting	Daily
14	Clean all railings	Weekly
15	Clean all doors and partition glass	Monthly
16	Accomplish high dusting: light fixtures, door frames, baseboard and walls	Monthly
17	Dust and vacuum ventilation grills, blinds, cabinet tops	Monthly
18	Kitchen areas sinks, countertops, microwave, refrigerator	Weekly
19	Upholstered chairs, counters and furniture to be vacuumed	Weekly
20	Elevators to be vacuumed, wipe doors inside and out	Daily
21	Recycle paper, cardboard, glass, plastic, metals to correct pick up	Daily
22	PD Booking Area cells should be checked daily and cleaned at least weekly	Weekly

	<b>Recreation Center Gym Floor</b>	<b>Frequency</b>
1	Mopping (must be able to lift and drag 40 lb machines)	3x/week
2	Carpet Runners Vacuumed	3x/week

**\*\* Provide separate pricing for job descriptions below:**

	<b>All Facilities</b>	<b>Frequency</b>
1**	Strip and wax floors	Annual
2**	Clean carpets with truck mounted equipment	Bi-Annual
3**	Wash all windows, inside and out (must be able to climb a ladder)	Bi-Annual
4**	Buffing Floors	Quarterly



**TOWN OF FISHKILL**  
**807 Route 52, Fishkill, NY 12524**

<b>Location</b>	<b>Square Footage</b>	<b>Frequency</b>
Town Hall	32,000	5 days a week
Police Department	17,800	7 days a week
Recreation Center	16,700	7 days a week
Highway Department	2 offices, 2 bathrooms	Once a week

### Proposal Check List

I, \_\_\_\_\_, representing \_\_\_\_\_, do hereby acknowledge each of the following terms and conditions.

***Read and initial at the end of each statement.***

- My business is registered in Dutchess County or incorporated, established and has been operating for a minimum of 3 years. \_\_\_\_\_
- My business has contracted previously to clean commercial buildings greater than 10,000 sq ft \_\_\_\_\_
- My business office is within a 40 mile radius of the Town of Fishkill and have provided a business card or letterhead. \_\_\_\_\_
- My employees are bonded, insured and carry visible picture identification. \_\_\_\_\_
- I have included 2 copies of my bid along with the original. \_\_\_\_\_
- Proposals will identify the monthly cost chargeable to the Town at each of the 4 buildings. \_\_\_\_\_
- Proposals will have a per annum cost for entire contract. \_\_\_\_\_
- I have read, understood and agree with the General Terms and Conditions, scope and requirements for the Town Campus Buildings. \_\_\_\_\_
- I have read the attached minimum insurance required, understood the requirements and will have the Liability insurance coverage as required by the Town. \_\_\_\_\_
- I have included references, name, address and phone number to the commercial properties I have cleaned. \_\_\_\_\_
- If I selected I will complete and sign the Indemnification and Hold Harmless Agreement. \_\_\_\_\_
- I have read, understood and completed the Sexual Harassment Prevention Certification Form. \_\_\_\_\_
- I have read, understood and completed the Non-Collusive Bidding Certification Form. \_\_\_\_\_
- I have read and understood the Cleaning Specifications, Scope and Requirements. \_\_\_\_\_
- I have read and understood the Square Footage and Frequency of the Town's Campus. \_\_\_\_\_