

**TOWN OF LANSING SPECIFICATIONS AND BEST VALUE BIDDING DOCUMENTS  
FOR GENERAL CUSTODIAL SERVICES FOR THE TOWN OF LANSING  
PRC# 2023900839**

All bids shall be submitted in accordance with the attached instruction sheets.

**CONTRACT TERM:**

The Custodial Services Contract shall commence following the issuance of a notification of award by the Town of Lansing (the "Town") and shall run from January 1, 2024 through December 31, 2026, subject to receipt of a satisfactory certificate of insurance and the final approval of the final form of the Custodial Services Contract by the Town, each as set forth in these Bid Specifications. Action upon any bids submitted is expected on or about the end of December, 2023 or early January, 2024. The Town reserves the right, at its sole discretion, to reject any and all bids.

**CONTRACT:**

The bid specifications herein delineated and the terms of the Custodial Services Contract and Notice of Award shall constitute a description of the contract and services to be performed, and persons desiring to make a bid proposal shall use the forms within these Bid Documents. All submissions may (and should) be supplemented by such other information or documents as the Bidder may desire (the words "Bidder" and "Contractor" are used somewhat interchangeably and refer to the same persons in many instances). The proposed form of the Custodial Services Contract is included in the Bid Documents, and all blanks in all documents should be filled in as noted. The specifications herein are applicable to and a part of the Custodial Services Contract.

Each proposal shall (1) specify the correct gross or lump sum, and (2) the unit prices for each of the separate items called for in the Bid Documents. In case the amounts shown in words and the equivalents in figures do not agree, the written words shall be considered binding.

**BID, PERFORMANCE, AND COMPLETION BONDS:**

Performance, completion, and bid bonds are not required for this project.

**OTHER:**

Upon request, the Bidder agrees to furnish copies of all licenses and permits allowing it to provide the services being performed. The execution of the Custodial Services Contract by the Bidder binds it to the following specified agreements required by law and the Custodial Services Contract:

- The Bidder shall strictly follow all public works and prevailing wage rules and shall use the PW number assigned to this project.
- The Bidder specifically agrees to follow the provisions of the Workers' Compensation Law.
- The Bidder specifically agrees to follow the provisions of Article 15 of the Executive Law of the State of New York relating to discrimination in employment and the Labor Law as pertains to sexual harassment training and policies.
- The Bidder shall furnish a certificate or certificates of insurance in form satisfactory to the Town in compliance with the insurance coverages and limits as set forth in the Custodial Services Contract.
- This bid is not and shall not be subject to New York State Sales Tax or local sales taxes.

Bidders are encouraged to visit the work site. Site visits may be arranged at a mutually convenient time by contacting Edward LaVigne, Town Supervisor, 29 Auburn Road, Lansing, NY 14882, P-607-533-8896, F-607-533-3507.

**NOTE: The Bidder should disregard any verbal information obtained during such tour(s). The Bidder is to base any bid on the specifications, contract documents, and addenda. Any information obtained through verbal or telephone conversations is not binding, and if the Bidder uses any of such information for the bases of any bid it does so at its own risk.**

**PRICING AND AWARD:**

All bids shall be itemized and totaled, shall include any and all costs to furnish both the goods to and the services for the Town, and shall exclude any and all taxes. Award shall be made to the lowest priced, responsive and responsible bidder, taking into account any best value bid factors as herein specified. Bidders may withdraw their bids if no award has been made within 45 days of bid opening. The Town may reject any or all bids for any or no cause or reason.

**DETAILED SPECIFICATIONS:**

The following are minimum specifications for bidding and pricing, including for each bid a response to three components: (1) a bid on custodial and related services for the Town Hall and Town Hall restrooms; (2) a bid on custodial and related services for the Community Building; (3) a bid on custodial and related services for the Highway Building and Highway restrooms; and (4) a combined bid which may, for any one or more reasons, be less than the combined amount of separate bids due to reduced mobilization costs, volume pricing, or otherwise.

1. Minimum services for the Town Hall include the following:

A. General Building Services:

- vacuum all carpets every day
- vacuum foyer every day
- clean foyer glass every day
- vacuum and dry mop common areas every day
- vacuum courtroom every day
- kitchen/copy room vacuum and/or dry mopped every day
- kitchen/copy room sink and counters cleaned and sterilized every day
- empty all garbage and replace bags every day
- dust woodwork in court room and common areas twice a week
- clean glass on end door 3x per week
- clean and sterilize all door handles every day in winter, 3x a week summer
- clean all windows once a month
- wet mop floors as needed in the winter time
- providing on-call or early or short-notice services call, for emergencies, events, and other related matters

B. Restroom Services:

- mop floors everyday
- clean and sterilize sinks and toilets everyday
- clean mirrors and all stainless steel everyday

- refill all toilet paper and paper towels everyday & restock as necessary
- clean partition walls in men's and women's rooms every other day
- empty garbage everyday
- providing on-call or early or short-notice services call, for emergencies, events, and other related matters

2. Minimum services for the Community Center include the following:

- vacuum all carpets every day
- dry mop floors every day
- wet mop hardwood floors 2x a week (Tues and Thurs), every day in winter
- clean and sterilize sinks and toilets in restrooms every day
- mop bathroom floors every day
- refill toilet paper and paper towels every day & restock as necessary
- vacuum stairs 2x a week
- clean glass on front door every day
- clean kitchen counter and sinks as needed
- mop kitchen floor 1x per week
- clean windows 1x every other week
- empty garbage everyday
- providing on-call or early or short-notice services call, for emergencies, events, and other related matters

3. Minimum services for the Highway Building include the following:

- vacuum all carpets every day
- dry mop/wet mop hallway floors every day
- dry mop/wet mop office floors every day
- dry mop/wet mop floors in kitchen every day
- kitchen sink/counters cleaned & sterilized every day
- wipe down tables in kitchen every day
- wipe down/sterilize fridge handles every day
- empty and replace all trash bags every day
- dust office 2x per week
- clean glass on entrance doors 2x per week
- clean and sterilize all door handles every day in winter, 2x per week in summer
- clean black plexiglass on bathroom doors every day
- providing on-call or early or short-notice services call, for emergencies, events, and other related matters

Bidder is expected to provide all goods and services commensurate with the highest standards of the industry. As to on-call, early, or short-notice service calls, Bidder shall provide a general idea of its invoicing costs, hourly rates, and response times, including as set forth in the bid forms.

The Town reserves the right to select combined or separate bids for items 1, 2 and 3, and in this respect and for all purposes under this bid, the Town may consider the following Best Value Bidding standards:

- a. The overall cost, administrative, and managerial advantages in having only one contract, processing only one payment, and managing only one Contractor.
- b. A Bidder's expressed understanding of project sequencing and timing of services to limit interruption of municipal services and the length and depth of experience a bidder has with the specific type and complexity of custodial and cleaning services to be provided.
- c. The reputation of the Bidder and its sub-contractors in Tompkins County, including the Bidder's commitment to quality of services and reputation for responsiveness, including any history of being listed upon a debarment list or a prohibited persons list and degree and extent to which the bidder and its subcontractors and suppliers qualify as MWBE providers.
- d. Whether a bidder provides discounts and bidder's geographic location and proximity to the site given occasional on-call requests as specified above.

These best value bidding factors are listed in order of importance and will together comprise 30% of the basis for the determination, with price remaining the principal driver of any Bid award. Bidders are encouraged to provide narratives and information concerning these important best value bidding factors.

**PAYMENT:**

The Town will pay Bidder's monthly invoice upon verification of submitted vouchers and certified payroll. All invoicing shall be sent to the Town at 29 Auburn Road, Lansing NY 14882, labelled as "Accounts Payable," and sent to the attention of Mary Ellen Albrecht, Bookkeeper, 29 Auburn Road, Lansing, New York 14882.

**W-9 FORM**

A completed W-9 form must be submitted with the bid, or promptly thereafter and prior to Award.

**INSURANCE**

A completed certificate of insurance or binder must be submitted with the Contract. The successful Bidder will be expected to have the "endorsements" for their final certificate issued and submitted to the Town within 30 days of the award and prior to Custodial Services Contract signing. No payments of any kind will be made without the written approval of the Bidder's certificates of insurance and endorsements by the Town.

## INSTRUCTIONS TO BIDDERS

PRC# 2023900839

1. **DEFINED TERMS:** Terms used in these Instructions to Bidders have the meanings assigned to them in the Bid Documents. Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
  - Bidder - one who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to a Bidder. Can include the "Bidder," usually after award.
  - Issuing Office - the Town Clerk's Office.
  - Successful Bidder - the lowest, responsible and responsive Bidder to whom Owner makes an award as based on price and best value bidding factors, as listed above.
  - Owner - the Town of Lansing.
  - Work - the project as defined in the Bid Documents and Specifications, including all materials and services required for full and professional completion of the same
2. **COPIES OF BIDDING DOCUMENTS:** A complete set of the Bid Documents may be obtained from the Issuing Office and complete sets of Bid Documents must be used in preparing Bids. Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
3. **EXAMINATION OF CONTRACT DOCUMENTS AND SITE:** It is the responsibility of each Bidder before submitting a Bid: (i) to examine thoroughly the Contract Documents and other related data identified in the Bidding Documents; (ii) to visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work; (iii) to consider federal, state and Local Laws and regulations that may affect cost, progress, performance or furnishing of the Work; (iv) to study and carefully correlate Bidder's knowledge and observations with the Bid Documents and such other related data; and (v) to promptly notify the Town of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered within any Bid Documents. On request, Owner will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid.
4. **INTERPRETATIONS AND ADDENDA:** All questions about the meaning or intent of the Bid Documents are to be directed to Edward LaVigne, Town Supervisor, 29 Auburn Road, Lansing, NY 14882, P-607-533-8896, F-607-533-3507. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda and delivered to all parties having received the Bid Documents. Questions received less than two days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bid Documents as deemed advisable by Owner.
5. **BID FORM:** The Bid Form is included with the Bidding Documents; additional copies may be obtained from Owner. All blanks on the Bid Form must be completed in ink or equivalent. All names must be typed or printed in ink below signatures. Submission of a bid is verification of receipt of all Bid Documents and Addenda; it being Bidders duty to ensure all documents have been received. All Bidders shall supply addresses and telephone numbers for communications regarding the Bid. If the Bidder is an out of state business entity, evidence of authority to conduct

business in New York shall be required.

6. **SUBMISSION OF BIDS:** Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title and name and address of Bidder and accompanied by other bid documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.
7. **MODIFICATION AND WITHDRAWAL OF BIDS:** Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid. Thereafter, that Bidder will be disqualified from further bidding on the Work.
8. **OPENING OF BIDS:** Bids will be opened and read aloud publicly at the place where Bids are to be submitted. An abstract of the amounts of the base Bids will be made available to Bidders after the opening of Bids.
9. **AWARD OF CONTRACT:** In evaluating Bids, Owner will consider the qualifications of Bidders, the price submitted, and the best value factors as listed. The bid with the overall best price and value will be selected, but Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, or conditional Bids. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices; discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum; and discrepancies between words and figures will be resolved in favor of the words.
10. **SIGNING OF AGREEMENT:** When Owner gives a Notice of Award to the Successful Bidder the Bidder shall within 15 days sign and deliver 3 signed copies of the Contract and attached documents to Owner, together with any other documents required, including all required certificates of insurance. Owner will deliver one fully signed counterpart of the Contract to Bidder within 10 days after the signed Contract, PW information, and insurance information is fully delivered to Owner.
11. **SALES AND USE TAXES:** Owner is exempt from State Sales and Compensating Use Taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Contract Price.

## BID FORM

### BUILDING CUSTODIAL SERVICES TOWN HALL AND COMMUNITY BUILDING PRC# 2023900839

PROJECT IDENTIFICATION: Town of Lansing Building Custodial Services

THIS BID IS SUBMITTED TO: Town Clerk, Town of Lansing, 29 Auburn Road, Lansing NY 14882.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Construction Contract.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders. This Bid will remain subject to acceptance for 30 days after Bid opening. BIDDER will sign and timely submit the Contract other documents mandated in and by the Bidding Requirements after issuance of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents that:
  - (a) BIDDER has examined copies of all the Bidding Documents and all official Addenda issued by the Town.
  - (b) BIDDER has familiarized itself with the nature and extent of the Bid Documents, the work site, the project, the locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
  - (c) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred in (b) above) which pertain to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Bid Documents and Construction Contract, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
  - (d) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Bid Documents.
  - (e) BIDDER has given the Town written notice of all conflicts, errors, or discrepancies that it has discovered in the Bid Documents, and any written resolution thereof by Town is acceptable to BIDDER.
  - (f) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of

any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4. BIDDER will complete the Work for the following annualized price (2024-2026):

TOWN HALL AND RESTROOM CONTRACT PRICE OF \_\_\_\_\_  
Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_) for 2024-2026.

COMMUNITY BUILDING CONTRACT PRICE OF \_\_\_\_\_  
Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_) for 2024-2026.

HIGHWAY BUILDING CONTRACT PRICE OF \_\_\_\_\_  
Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_) for 2024-2026.

LUMP SUM, COMBINED CONTRACT PRICE of \_\_\_\_\_  
Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_) for 2024-2026.

ON-CALL, SHORT-NOTICE, AND EMERGENCY SERVICE CALL COSTS AND PRACTICES  
(summarize costs, hourly rates, and policies for 2024-2026): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any other bid, cost, or pricing information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Attach and label additional sheets, if necessary.)*

5. The Non-Collusive Bidding Certificate is attached to and made a condition of this Bid and must be returned duly signed, together with corporate and other acknowledgements.
6. Communications concerning this Bid shall be addressed to the address of BIDDER indicated below.
7. The terms used in this Bid which are defined in the Bid Documents and are included as part hereof and have the meanings assigned to them in the Bid Documents.
8. This Bid is completed and executed as of the following date: \_\_\_\_\_, 2023.



If BIDDER is:

An Individual

By \_\_\_\_\_  
(print name)

Doing business as \_\_\_\_\_

Business address:

Phone No.:

A Partnership

\_\_\_\_\_  
(firm name)

By: \_\_\_\_\_  
General Partner

Business address:

Phone No.:

A Limited Liability Company

\_\_\_\_\_  
(LLC name)

By: \_\_\_\_\_  
Auth. Member

Business address:

Phone No.:

A Corporation

\_\_\_\_\_  
(Corp name)

By: \_\_\_\_\_  
\_\_\_\_\_(Office)

State of Incorporation:

Business address:

Phone No.:

Attest: \_\_\_\_\_, Corp. Secretary  
(seal)

**NON-COLLUSIVE BIDDING CERTIFICATE**

**BUILDING CUSTODIAL SERVICES  
TOWN HALL AND COMMUNITY BUILDING  
PRC# 2023900839**

By submission of this bid or proposal, the bidder and each person signing on behalf of that bidder, affirms as true 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.
4. Attached hereto (if this bid is submitted by a corporate bidder) is a certified copy of the resolution authorizing the execution of this certificate by the signatory to this bid or proposal on behalf of the corporate bidder.
5. No person or entity has a prohibited interest in this Bid, the award, or the Contract or Work, as defined in or by General Municipal Law Article 18 or Town of Lansing Ethics Rules. Copies of each of the same may be obtained from the Town Clerk's Office or online.

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Bidder

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Address

[SAMPLE] CORPORATE/LLC NON-COLLUSIVE RESOLUTION

BUILDING CUSTODIAL SERVICES  
TOWN HALL AND COMMUNITY BUILDING  
PRC# 2023900839

The following Resolution was adopted by *[name of entity]* in accord with law:

“RESOLVED that *[name of authorized person/officer]* be authorized to sign and submit the bid or proposal of *[name of corporation/LLC]* for the “Town of Lansing Building Custodial Services” to the Town of Lansing,, and such person be further authorized bind the *corporation/LLC* and sign and submit the General Municipal Law § 103-d non-collusion certificate, as well as general authority to act on behalf of the *corporation/LLC* to adjust, correct, or negotiate the bid or contract terms. By signing bid documents, the authorized person so binds this *corporation/LLC* and affirms under penalties of perjury that all statements in all bid documents are true and not materially misleading as of the date so signed or submitted.”

The *attached/foregoing* is a true and correct copy of the resolution adopted by *[Name of Corporation/LLC]* at a *meeting/by consent in lieu of a meeting* of its *Board of Directors/Members* held on the *[date]* day of *[month]*, 2023.

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Secretary

(seal)

**CUSTODIAL SERVICES AGREEMENT**  
**(2024-2026)**  
**BUILDING CUSTODIAL SERVICES FOR**  
**TOWN HALL AND COMMUNITY BUILDING**  
**PRC# 2023900839**

**THIS AGREEMENT** (the "Contract") is entered into by and between the **TOWN OF LANSING**, an incorporated municipal subdivision of the State of New York with an address of 29 Auburn Road, Lansing NY 14882 (the "Town"), and

\_\_\_\_\_, of \_\_\_\_\_ (the "Contractor").

WITNESSETH, that the Town and the Contractor, for the consideration hereinafter named, agree as follows:

ARTICLE 1. WORK TO BE DONE AND CONSIDERATION THEREFOR - The Contractor shall furnish necessary labor and general materials, tools and equipment to provide professional custodial and cleaning services as delineated in the bid documents concerning the Lansing Town Hall, Community Building and Highway Building, and shall timely complete all daily, weekly, and other tasks. At a minimum, services shall be provided as follows and per the following specified frequencies:

Town Hall General Custodial Building Services:

- vacuum all carpets every day
- vacuum foyer every day
- clean foyer glass every day
- vacuum and dry mop common areas every day
- vacuum courtroom every day
- kitchen/copy room vacuum and/or dry mopped every day
- kitchen/copy room sink and counters cleaned and sterilized every day
- empty all garbage and replace bags every day
- dust woodwork in court room and common areas twice a week
- clean glass on end door 3x per week
- clean and sterilize all door handles every day in winter, 3x a week summer
- clean all windows once a month
- wet mop floors as needed in the winter time
- providing on-call or early or short-notice services call, for emergencies, events, and other related matters

Town Hall Restroom Services:

- mop floors everyday
- clean and sterilize sinks and toilets everyday
- clean mirrors and all stainless steel everyday
- refill all toilet paper and paper towels everyday and restock as necessary
- clean partition walls in men's and women's rooms every other day
- empty garbage everyday
- providing on-call or early or short-notice services call, for emergencies, events, and other related matters

Community Center Custodial Services:

- vacuum all carpets every day
- dry mop floors every day
- wet mop hardwood floors 2x a week (Tues and Thurs), every day in winter
- clean and sterilize sinks and toilets in restrooms every day
- mop bathroom floors every day
- refill toilet paper and paper towels every day and restock as necessary
- vacuum stairs 2x a week
- clean glass on front door every day
- clean kitchen counter and sinks as needed
- mop kitchen floor 1x per week

- clean windows 1x every other week
- empty garbage everyday
- providing on-call or early or short-notice services call, for emergencies, events, and other related matters

Highway Building Services:

- vacuum all carpets every day
- dry mop/wet mop hallway floors every day
- dry mop/wet mop office floors every day
- dry mop/wet mop floors in kitchen every day
- kitchen sink/counters cleaned & sterilized every day
- wipe down tables in kitchen every day
- wipe down/sterilize fridge handles every day
- empty and replace all trash bags every day
- dust office 2x per week
- clean glass on entrance doors 2x per week
- clean and sterilize all door handles every day in winter, 2x per week in summer
- clean black plexiglass on bathroom doors every day
- providing on-call or early or short-notice services call, for emergencies, events, and other related matters

ARTICLE 2. TIME OF COMPLETION - The Work under this Contract shall be commenced on January 1, 2024 and completed regularly on time and per the scheduled custodial timelines, time being of the essence.

ARTICLE 3. PAYMENT TO CONTRACTOR - Contractor shall bill for services monthly, and shall add any agreed-upon materials or equipment costs and any on-call or emergency services costs, to the Town upon a monthly basis. Such invoice shall be paid only after inspection and approval by the Town of each monthly invoice. Contractor waives its right to file any liens for unpaid work as against the Town.

ARTICLE 4. CONTRACTOR'S INDEMNITY AND INSURANCE - Contractor shall indemnify, hold harmless and defend Town, its officers, employees, agents, and elected officials to the fullest extent allowed by law for injury or death to any person or persons or damage to or loss of property arising out of the performance of this Contract by the Contractor, its employees, subcontractors or agents (but not for actions and claims arising out of the negligence of Town), including losses to the equipment and personal property of Contractor and its employees and agents. All required training, safety devices, and the use thereof are the sole responsibility of Contractor, and Contractor shall properly guard against all injuries and damages to its employees and third parties, and shall be solely responsible for the same and the indemnification of the Town for any of the same as aforesaid.

The Contractor shall not commence work under this Contract until it has obtained all insurance and bonds required under this paragraph, and such insurance and such fidelity bond have been approved by the Town. The Contractor shall maintain the following minimum limits of insurances or bonds, or such amounts as may be required by law, whichever is greater.

- A. Workers' Compensation - Statutory coverage complying with NYS Workers' Compensation Law Section 57 General Municipal Law Section 125, Contractor must submit one of the following:
- CE-200 - Certification of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage available at <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>, OR
  - CE-105.2 - Certification of NYS Workers' Compensation Insurance (U-26.3 f or State Insurance Fund version), OR
  - SI-12 - Certificate of NYS Workers' Compensation Self Insurance, OR
  - GSI-105.2 - Certificate of NYS Workers' Compensation Group Self-Insurance Employers' Liability - \$1,000,000.
- B. Disability Benefits Requirements - Statutory coverage complying with NYS Workers' Compensation Law Section 220 (8) under General Municipal Law Section 125, Contractor must submit one of the following:
- CE-200 - Certification of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage, OR
  - DB120.1 - Certificate of Disability Benefits Insurance, OR
  - DB155 - Certificate of Disability Self-Insurance.

**NOTE: Proof of NYS Workers' Compensation and NYS Disability Benefits (Coverages A and B) must be provided on NYS forms as listed above (complete information available at <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp> or Bureau of Compliance at (866) 546-9322).**

C. Commercial General Liability including contractual, independent contractors, products/completed operations:

- Each Occurrence \$2,000,000
- General Aggregate \$2,000,000
- Products/Completed Operations Aggregate \$2,000,000
- Personal and Advertising Injury \$1,000,000
- Fire Damage Legal \$100,000
- Medical Expense \$5,000

**NOTE: General Aggregate shall apply separately to the project prescribed in the Contract. It is expressly understood and agreed by the Contractor that the insurance requirements specified above, contemplate the use of occurrence liability forms. Town and its officers, employees, agents and elected officials are to be included as Additional Insureds on a primary and noncontributory basis.**

D. Business Auto Coverage - Liability for Owned, Hired and Non-Owned Autos:

- \$1,000,000 CSL or 500,000 per Person BI
- \$1,000,000 per Accident BI
- \$250,000 PD Split Limits

E. A "Janitorial Services Fidelity Bond" in the minimum face amount of \$50,000 issued by an agency or insurer authorized to do business in New York.

F. All insurance and bonds underwritten shall meet the following additional requirements:

- Policies and bonds shall be written with insurance carriers licensed by the New York State Office of Financial Services and have a Best's rating of A or better.
- Proof of insurance shall be provided on the Accord Certificate of Insurance, ACORD 25 (05/2010), or insurance company certificate and all certificates must be signed by a licensed agent or authorized representative of the insurance company (broker signature is not acceptable).
- All Certificates shall contain a 30-day notice of cancellation, non-renewal or material change to Town.
- All policies and coverages, including by endorsement where needed or required, shall provide for contractual liability coverage.
- Certificates of Insurance shall be submitted with the signed bid and an insurance binder shall be presented at the time of Contract signing.

ARTICLE 5. REPRESENTATIONS OF CONTRACTOR - The Contractor represents and warrants that it is financially solvent, experienced in and competent to perform the type of Work herein to be furnished, and that it is familiar with all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the Work or those employed therein. Contractor also warrants that it, and none of its owners, are upon any NYS debarment lists, including as maintained by the Department of Labor and the Workers' Compensation Board.

ARTICLE 6. PERMITS AND REGULATIONS - The Contractor shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder, and shall comply with all laws, regulations, and safety requirements for the Work, including Labor Law § 200 et seq., and all elevation related and environmental hazards posed by exposure to VOCs, and any substances used in relation to the project. Contractor shall maintain on site a proper first aid kit and meet all other safety requirements.

ARTICLE 7. CLAIMS AND DISPUTES - The Town shall endeavor to act in good faith to resolve any disputes arising under or in connection with this Contract, or in relation to or concerning the value of extra work or any work the Contractor believes is extra work, or which is undertaken under protest. Failing any resolution of such disputes the parties shall attempt mediation through the Community Dispute Resolution Center, Ithaca, New York. If they cannot agree, then either party may make claim against the other, but no claim against the Town for damages for breach of contract or compensation for

uncompensated extra work shall be made or asserted in any action or proceeding at law, or in equity, unless the Contractor shall have complied with all the requirements relating to the giving of notice and of information with respect to such claims as hereinbefore provided or as required by NYS Town Law or the General Municipal Law.

ARTICLE 8. TOWN'S RIGHT TO STOP WORK OR TERMINATE CONTRACT - The Town shall have the right to stop work or terminate the Contract if the Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors; or if a receiver or liquidator is appointed for the Contractor or for any of its property and is not dismissed within 20 days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said 20 days; or if the Contractor refuses or fails to prosecute the Work or any part thereof with due diligence; or if the Contractor fails or refuses to comply with all applicable laws or ordinances; or if the Contractor is guilty of a substantial violation of any provision of this Contract; or if the Town, without prejudice to any other rights or remedy it may have and upon 15 days' notice to the Contractor, terminates for convenience all or any portion of the Work, the Contract, or the employment of the Contractor and its right to proceed to complete any Work. In the case of any whole or partial termination for convenience, the Contractor shall be paid for Work properly completed, all materials furnished, and the parties shall adjust the Contract price accordingly and in good faith.

ARTICLE 9. DAMAGES - It is hereby mutually covenanted and agreed that the relation of the Contractor to the Work to be performed by it under this Contract shall be that of an independent contractor. As an independent contractor, Contractor will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said Work, whether or not the Contractor, its agents, or employees have been negligent. The Contractor shall hold and keep the Town free and discharged of and from any and all responsibility and liability of any sort or kind. The Contractor shall assume all responsibility for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of the Work, from the action of the elements, or from any unforeseen or unusual difficulty. The Contractor shall make good any damages that may occur in consequence of the Work or any part of it. The Contractor shall assume all blame, loss and responsibility of any nature by reason of neglect or violation of any federal, state, county or local laws, regulations or ordinances.

ARTICLE 10. NO ASSIGNMENT - In accordance with the provisions of General Municipal Law the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Contract, or of its right, title or interest in this Contract, or its power to execute this Contract, to any other person or corporation without the previous consent in writing of the Town.

ARTICLE 11. EXECUTORY CONTRACT - In accordance with § 41 of the State Finance Law and like provisions of the Local Finance Law and other laws affecting municipal obligations under law, the obligations of the Town hereunder shall be executory to the extent of monies appropriated or available to Town for the implementation of this Contract, and no liability shall be incurred by the Town beyond such monies appropriated or available. Neither the full faith and credit nor the taxing power of the Town is pledged to the payment of any amount due or to become due under this Contract. Neither this Contract nor any representation by any of the Town's public officers or employees creates any obligation by the legislative body of the Town to appropriate or make monies available for the purposes of this Contract.

ARTICLE 12. REQUIRED PROVISIONS OF LAW; PW REQUIREMENTS - Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. This expressly includes the Iran Divestment Act of 2012 (codified in part at State Finance Law §165-a) and regulations, the OFAC rules and regulations of the US Department of the Treasury and related federal laws and Executive Orders limiting certain acts and agreements in commerce, and the NYS MacBride Fair Employment Principles Act and regulations. If any provision is required by law or not properly herein contained or addressed mistake or otherwise, then upon the application of either party this Contract shall be physically amended forthwith to make such correction or insertion. Contractor is further advised that it must pay all their personnel according to Rates of Wages and Supplements determined by the Commissioner of Labor of the State of New York, as prevailing in locality of site at which Work will be performed. The same requirement applies to all subcontractors and sub-subcontractors. These wage rates and supplemental benefits are subject to change. Any such change shall be deemed to be incorporated herein by reference as of effective date of change and shall form part of this Contract and all such change shall be incorporated herein at no change in Contract pricing as Contractor must include in original bid such monies as he deems necessary to pay prevailing wages and supplements over the course of the Work. The Town does not represent or warrant that Schedule of Wages classifications of workmen, mechanics and laborers, as required by § 220 of Labor Law, is complete and reserves the right to revise such schedule in the event any other occupation not mentioned in the schedule or classifications is required in the execution of Project. Schedules of supplements to be provided and wages to be paid shall be requested from the Commissioner of Labor by the Contractor and become part of the wage and supplement schedules embodied in the Contract. The absence of an occupational classification shall not

relieve Contractor from requirements to pay or provide prevailing wages and supplements for occupations not listed. Contractor shall obtain and keep current all appropriate wage rates listings for this project.

**This is an Article 9 Public Work Project subject to New York State Labor Law §220 and §222; Article I, §17 of the State Constitution and Executive Law §291-299 covering prevailing wage schedules, overtime rules, dust hazards, affirmative action prohibitions against discrimination, equal opportunity employment and EEO Utilization Plan compliance. All prevailing wage and public works requirements shall apply to this Contract and this Work and are hereby expressly incorporated in this job. The PRC# for this job is set forth above and can also be found at [www.labor.ny.gov](http://www.labor.ny.gov), together with any wage schedules or updates.**

ARTICLE 13. MISCELLANY - (i) Taxes - Any and all taxes now or hereafter imposed on the Work to be performed, materials to be furnished, or upon the Contract itself, or upon any matter in connection herewith shall be paid by the Contractor, it being the intention of the parties hereto that in no event shall such taxes be borne by the Town (and if Contractor utilizes the Town's tax exemption certificate/number, it does so at its sole risk; (ii) Notices - Any and all notices and payments required hereunder shall be addressed to the other party at the address set forth above, or at such other address as may hereafter be designated in writing by either party hereto; (iii) Waivers - No waiver of any breach of any condition of the Contract shall be binding unless in writing and signed by the party waiving said breach, and no such waiver shall in any way affect any other term or condition of this Contract or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same; and (iv) Modification - This Contract constitutes the complete understanding of the parties and no modification of any provisions thereof shall be valid unless in writing and signed by both parties.

**IN WITNESS WHEREOF**, the Town of Lansing and the Contractor have signed this document, duly intending to be bound by the terms, duties, and obligations set forth herein.

**Town of Lansing**

**Attest:**

By: \_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)

**[CONTRACTOR]**

By: \_\_\_\_\_  
(date)



## NOTICE TO BIDDERS

### BUILDING CUSTODIAL SERVICES TOWN HALL AND COMMUNITY BUILDING PRC# 2023900839

The Town Board of the Town of Lansing will receive sealed bids until 1:00 p.m. on September 12, 2023 at the Town Clerk's Office at 29 Auburn Road, Lansing NY 14882 for the Building Custodial Services bids for services at the Town Hall, Community Building and Highway Building, whereafter all such bids shall be opened and read. All bids received pursuant to this notice will be publicly opened and read at the Town Hall Board meeting room, all bids to be opened by the Town Clerk or her designee and read aloud. Project specifications and instruction sheets are available at the said Town Clerk's Office for any interested bidders. All bids must be accompanied by a certificate executed pursuant to § 103-d of the General Municipal Law of the State of New York, the Non-Collusion Bid Certificate, which is part of the Bid Specifications, or which can be obtained from the Town Clerk. The Town Board of the Town of Lansing reserves the right to reject any or all bids offered, as well as the right to select any combination of base bids or one total bid for both buildings, including as based upon weighing of the listed best value bidding standards. The following best value bidding standards apply, and will be given weight in the order as listed, with the first listed being the most important, with overall project combined pricing being given 70% of the weight, and the best value factors being given 30%: (i) the reduced cost and administrative expense of managing only one contract and contractor; (ii) Bidder's expressed understanding of services timing and sequencing, including experience with similar services; (iii) reputation, prior history of public contracting, and MWBE employment and utilization factors; and (iv) bidder discounts and geographic location for on-call and emergency requests for services. A fuller description of these factors is obtainable from bid documents.

By: Debbie Munson, RMC  
Town Clerk, Town of Lansing  
August 22, 2023