

## GENERAL SPECIFICATIONS

**Intent:** It is the intent of this specification to describe year-round Custodial Cleaning Services for the following Town buildings:

1. Town Hall, 4052 NYS Route 42, Monticello NY
2. Water & Sewer Department, 128 Rock Ridge Rd, Monticello NY

Each bidder must submit the attached Submittal Form with additional information as required, according to the specifications for custodial cleaning at both locations.

**Description:** Maintenance consists of cleaning floors by sweeping and mopping, waxing (stripping and sealing will be bid separately, when needed). Carpeted floors should be vacuumed and cleaned with a commercial grade vacuum (carpet shampooing will be bid separately, when needed). Bathrooms and kitchen areas should be mopped, disinfected, tiles cleaned, toilets and sinks cleaned and all supplies filled.

Dusting all areas of public areas and offices as needed. Emptying all trash and place in dumpster. Notify person in charge if supplies and/or repairs are needed.

Meeting rooms, conference rooms, offices, common areas, corridors, reception areas, waiting room areas:

- a. Mop or vacuum all floors
- b. spot clean walls, doors, door knobs and clean entry glass
- c. Dust corners, window frames, baseboards and molding
- c. empty wastebaskets and waste receptacles

Lavatories and Kitchen Areas:

- a. clean floors
- b. wipe down fixtures, countertops and ledges
- c. clean & disinfect toilet bowls and urinals
- d. refill bathroom dispenser items
- e. clean mirrors
- f. empty and clean wastebaskets & receptacles

Buildings are to be cleaned twice weekly after hours and shall not interfere with court hours or night meetings.

**Excluded Areas:** Equipment and mechanical rooms, file and storage rooms, and janitor closets.

**Contract Period:** The contract period shall be from September 1, 2025 through August 31, 2026, with possible yearly renewals, upon mutual agreement, for an additional four (4) year period, with consideration of any increase in the Prevailing Wage Rate.

**Site Visit:** Site visits for each location are available but must be scheduled in advance.

**Supplies/Chemicals:** All supplies and chemicals, except as stated in the specification, used in the performance of the services, will be provided by the contractor. Contractor must submit Material Safety Data Sheets (MSDS) for all chemicals used. Green cleaning products must be used. Contractor must submit brand name and list of items being used with proposal.

The Town will supply the following materials:

- a. soap, used in lavatories & kitchen
- b. toilet tissue
- c. paper towels
- d. disposal plastic trash liners

**Prevailing Wage Rates:** *This is a Prevailing Wage Rate Project and certified payroll must be submitted in order to receive payment.*

**Basis of Award:** Award shall be made to the most responsible proposal, meeting specifications. Separate awards will not be made. Vendor shall cost each location as an annual price. The Town reserves the right to award all, some, or none of these locations.

Responsible proposal shall mean the reliability and responsibility of the contractor as determined by references, experience, record of performance in similar contracts with institutions of similar size, employee retention, financial viability and any other information that is determined by the Town to be necessary for a qualitative evaluation of the bidder.

**Performance Record:** Each bidder **MUST** include with their proposal, a list of at least three (3) similar businesses currently served or served within the last three (3) years. References **MUST** be similar in scope to the size and nature of the services required by these specifications. For each reference, Proposer **MUST** include name, address, contact person, and telephone number.

**Payment:** Payment shall be made monthly by the Town upon receipt of an invoice and certified payroll for the invoice period. A valid W-9 must be submitted to initiate payment.

**Note: Employees, at least one, per location, must be conversant in English.**

**Security:** Due to heightened security concerns, the Town reserves the right to institute policies and procedures that the vendor must comply with, including but not limited to display of identification badges, restricted access to certain areas and employee checks, as deemed appropriate. The contractor is responsible for the security of the buildings when cleaning them. Contractor will ensure that all secured doors (locked) are relocked after they are cleaned. The contractor will ensure the building is locked and secure when employees depart the buildings.

**Agreement and Insurance Requirements:**

Within ten (10) business days of notification of award, the contractor must provide the Town with Certificates of Insurance providing coverage as outlined in the Agreement naming the Town, its agents, and officers as additional insureds by written endorsement. In addition to executing the agreement, the contractor will also need to sign the standard contract rider, attached hereto.

**Due Date and Delivery:** Proposals must be for the entire scope of services outlined in this RFP. Incomplete proposals will not be considered. The package must contain the RFP Submittal Form and all other material requested.

Proposals must be received by the Town Clerk's Office no later than **2:00 p.m. Friday, August 1, 2025**. Submissions received after this deadline will be rejected.

## RFP SUBMITTAL FORM

Town Hall Cost for twice per week: \_\_\_\_\_

Water & Sewer Department Cost for twice per week: \_\_\_\_\_

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Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

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

# TOWN OF THOMPSON

## *STANDARD CONTRACT RIDER*

Notwithstanding anything contained in the attached contract and unless such contract shall specifically state that a provision thereof modifies this rider, the following provisions shall apply to this contract and shall be interpreted as if more fully set forth therein:

1. DEFINITIONS: Unless the context requires a different meaning, the following terms shall have the meanings set forth herein:

- i. "Town" shall mean Town of Thompson.
- ii. "Board" shall mean the Town Board of the Town.
- iii. "Supervisor" shall mean Town Supervisor.
- iv. "Department Head" shall mean any official of the Town who is party to a contract or supervises a contract
- v. "State" shall mean the State of New York.
- vi. "Vendor" or "Contractor" shall mean the party who is required to perform services or supply goods to the Town pursuant to this contract.
- vii. "Person" shall mean a natural person, corporation, partnership, firm or other entity.

2. REPRESENTATIONS OF VENDOR: The Vendor represents and warrants to the Town that:

- i. Vendor has the knowledge and experience necessary to perform this contract and provide the services on Vendor's part to be provided hereunder.
- ii. Vendor has not filed or had filed against Vendor a petition in bankruptcy.
- iii. Vendor has not been convicted of a crime under the laws of the United States or of the State or any other state.
- iv. Vendor has not been disqualified from performing any contract funded by the Federal government, the State, or the Commonwealth and that there is no proceeding pending or threatened against Vendor by any such governmental authority.
- v. If required by this contract or applicable law, Vendor is licensed or employs employees who are licensed to perform the services to be provided pursuant to this contract.
- vi. No officer or employee of the Town has an interest in this contract which would disqualify the Vendor from performing this contract and receiving payment therefore.
- vii. Vendor's facilities are accessible to the handicapped or will be made accessible to the handicapped in accordance with applicable regulations.

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- viii. Vendor has disclosed, in writing, to the Town all facts relating to the representations herein made which are not as stated in this paragraph.
- ix. Vendor agrees to comply with all terms of the Town's Sexual Harassment Policy and Vendor and all employees shall refrain from such conduct and shall report any allegations of such conduct. Failure to comply with this regulation shall be considered a breach of the Contract and cause immediate termination of this Contract.

3. PAYMENTS: The Town shall pay to the Vendor for services rendered pursuant to this contract the sum set forth in the attached contract.

- i. Payment shall be made as set forth in the annexed contract after submission to the Town by the Vendor of a voucher prepared by and on Vendor's letterhead with Vendor's voucher properly certified as therein set forth which voucher shall set forth in detail the dates and description of all of the services and the amount of the charges therefore for which claim for payment is made.
- ii. Payment shall be made to the Vendor after approval of said voucher by the Town..
- iii. Vendor shall supply such information as may be required by the Town for tax purposes including but not limited to Tax Payer Identification or Social Security Numbers and shall certify pursuant to Internal Revenue Service regulations, if required, as to such information as may be required by such regulations.

4. APPROPRIATIONS: If this contract is funded by a grant or contract between the Town and the State or Federal governments or is otherwise subject to legislative appropriation, the Town shall not be liable beyond the funds authorized by such legislation or provided by the State or Federal governments. In the event that such funding shall be terminated or reduced, this contract shall end on the effective date of notice of termination. The Town shall remain liable for all charges and expenses incurred prior to the date of termination. If funding is reduced below the level authorized by the Town and the parties do not desire to terminate this contract, funding shall be deemed to have been reduced to the amount authorized by the State or Federal government as set forth in notice given by the Town to the Vendor to which the Vendor shall consent.

5. PERFORMANCE OF THIS CONTRACT: The performance of this contract will conform to the requirements of the Town or the State and its regulations. It is understood that funding to the Town by the State is contingent upon compliance with such requirements as may be imposed by the State.

6. SINGLE AUDIT PROVISIONS: If applicable, a Vendor shall provide the Town with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act if the Vendor has received, in any fiscal year, \$25,000.00 or more funds provided by a Federal financial assistance program from a Federal agency pursuant to this contract and all other contracts with the Town. The audit shall be filed with the Town within six (6) months after the close of Vendor's fiscal year, but the Town may extend such time to file such audit for a period not to exceed twelve (12) months after the close of Vendor's fiscal year. The audit shall be prepared at the sole cost and expense of Vendor, provided, however, that if allowed by the financial assistance program, Federal funds received by the Vendor may be applied to payment of the cost of the audit. A violation of this paragraph shall constitute a default under this contract.

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7. **AUDIT OF PAYMENT:** The Town (or any other agency or the State) shall have the right at any time during the term of this contract and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Vendor shall comply with any demand made by the Town to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Vendor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the Town prior to the date of this contract. The revenues and expenditures of the Vendor in connection with this contract shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. Vendor agrees to provide to or permit the Town to examine or obtain copies of any documents relating to the payment of money to the Vendor or expenditures made by the Vendor for which reimbursement is made to the Vendor by the Town. The right of the Town hereunder shall not be dependent upon the Town bringing any action to enforce this provision. The Vendor shall maintain all records required by this paragraph for 7 years after the date this contract is terminated or ends.

8. **MONITORING OF PERFORMANCE:** The Town (or any other agency or the State) shall have the right during the term of this contract and for the period limited by the applicable statute of limitations to insure that the services provided or to be provided by the Vendor have been provided as herein agreed. The Town shall have the right to monitor the total operations of the program, including but not limited to actual program activity and the preparation of progress reports and evaluations by the Town. The Vendor shall submit to the Town quarterly reports. The Town or the annexed contract may require more frequent or different reports as therein provided. [This provision which requires the submission of reports may be waived by the Town in writing, for good cause shown.] The Vendor hereby consents to the examination of Vendor's records and agrees to provide to or permit the Town to examine or obtain copies of any documents relating to the performance of this contract. The right of the Town hereunder shall not be dependent upon the Town bringing any action to enforce this provision. The Vendor shall maintain all records required by this paragraph for 7 years after the date this contract is terminated or ends.

9. **NON-DISCRIMINATION:**

- i. Vendor shall not discriminate against any person who is to participate in or receive benefits under this contract on the basis of race, religion, creed, color, national origin, sex, disability or marital status.
- ii. The Vendor assures the Town that it will comply with all applicable laws and regulations prohibiting discrimination in employment on the grounds of race, religion, creed, color, national origin, sex, disability, marital status and other non-merit factors. The Vendor understands and agrees that this contract, understanding or agreement to which this assurance relates can be terminated upon a finding by any governmental agency that the undersigned is in violation of applicable discrimination laws and that such finding will also disqualify the Vendor for future contracts with the Town. The Vendor certifies to the Town that there is no pending or outstanding decision, ruling or order against Vendor finding the Vendor in violation of laws against discrimination nor is any such action pending or threatened.
- iii. No funds received by Vendor pursuant to this contract will be used for sectarian purposes or to further the advancement of any religion. If the Vendor is, or is deemed to be, a religious or denominational institution or organization, or an organization operated by or under the control of a religious or denominational institution or organization, Vendor agrees that it will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion; it will not discriminate against any person who is eligible to participate in any program or activity provided pursuant to this agreement

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by Vendor on the basis of religion and will not limit the programs or activities or give preference to person on the basis of religion; it will not provide religious instruction or counseling, conduct religious worship or services, engage in religious proselytizing, or exert other religious influence in the provision of services for the use of facilities or furnishings funded in whole or part under this contract or any other agreement by the Town.

- iv. The Vendor shall attach the provisions of this paragraph to any subcontract which is executed pursuant to this contract.

10. **COMPLIANCE WITH LAWS AND REGULATIONS:** The Vendor shall comply with all applicable Federal or State laws and regulations. If the Vendor or persons in Vendor's employ are required to be licensed by the State or any other agency, the Vendor shall employ the required licensed personnel and shall not permit or suffer any unlicensed personnel to perform any services required to be performed pursuant to this contract by a licensed employee. Upon Vendor's request, the Town will advise Vendor of references to or copies of all applicable regulations.

11. **INSURANCE:** The Vendor shall provide to the Town at Vendor's own cost and expense the following insurance coverages by carriers satisfactory to the Town and licensed to do business in the State:

- i. **PUBLIC LIABILITY** insurance with policy limits of at least \$1,000,000, naming the Town as an additional insured.
- ii. **WORKER'S COMPENSATION and DISABILITY BENEFITS** insurance covering employees of the Vendor as required by law.
- iii. **PROFESSIONAL LIABILITY** insurance with policy limits as may be common in the profession of the Vendor for each professional employee performing services under this contract.
- iv. **ADDITIONAL INSURANCE** as the Town may require to cover the reasonable risks related to this contract, provided however, if such insurance coverage is required after the date of this contract and was not the usual coverages carried for performance of work of a similar nature, then and in that event the Town shall pay to the Vendor as additional compensation under this contract the reasonable premium for such insurance coverage.
- v. **OTHER REQUIREMENTS:** Vendor shall provide to the Town certificates of insurance for each policy required to be provided or carried by the Vendor. All policies which name the Town as an additional insured shall have the standard 10 day notice of cancellation provision which shall provide for notice of cancellation to be given to the Town. The company issuing the policy shall be of sufficient size and amount of capital to cover the loss insured against. Ratings shall be determined upon review of same as set forth in A.M. Best ratings for the current year. The Town may waive in writing compliance with ratings.

12. **INDEMNIFICATION:** The Vendor shall indemnify and hold harmless the Town, its officers, employees, agents and servants from any and all claims filed against or liability for damages by the Town, its officers, employees, agents and servants arising as a result of performance of any act or, the omission or failure to perform any act required, intended or necessary to be performed by the Vendor pursuant to this contract. "Damages" for the purposes of this paragraph shall include but not be limited to compensatory and punitive damages of any kind, interest, court costs,

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disbursements, counsel fees, any related expense and other charge incurred by the Town, its officers, employees, agents. The Town shall give the Vendor notice of any claim or action filed by any person against the Town, its officers, employees, agents which is or may be related to Vendor's performance of this contract.

13. EVENTS OF DEFAULT: The following events shall constitute an event of default:

- i. The failure of the Vendor to properly perform this contract or shall fail to file a report required to be filed hereunder.
- ii. The failure of the Vendor to perform any term, provision or covenant of this contract.
- iii. The failure of the Vendor to maintain adequate books and records of account or of performance of this contract.
- iv. The filing by or against the Vendor of a petition in Bankruptcy or under any law relating to insolvency.
- v. The assignment of the performance of this contract or of any funds due or to become due hereunder or permitting or suffering a levy or attachment to be made upon any such funds.
- vi. The termination, lapse or cancellation of any insurance policy required to be provided or maintained hereunder.
- vii. The failure of the Vendor to comply with any statute, rule or regulation applicable to the performance of this contract.
- viii. It shall be determined that any representation or certification made hereunder shall be false or shall become untrue.

14. REMEDIES:

- i. If the Vendor shall be in default under this contract, the Town at its option may:
  - (1) Terminate this contract. The Town shall remain liable for all approved services performed by Vendor prior to the termination date.
  - (2) Deduct from payment of any monies due the Vendor all charges for disallowed costs and expenses theretofore paid by the Town to the Vendor.
  - (3) Seek recovery of any monies overpaid, disallowed or otherwise not due the Vendor.
  - (4) Take any other action to protect the interest of the Town.
  - (5) Recover counsel fees, costs, disbursements and other expenses incurred by the Town to enforce the provisions of this contract.
  - (6) The remedies provided to the Town are cumulative.
- ii. If the Town shall be in default under this contract, the Vendor may seek recovery of any monies due



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the Vendor, provided however, that in the event that the Town shall have disallowed costs or expenditures after audit and after notice to the Vendor, it shall be a condition precedent to the institution of any action or proceeding by the Vendor against the Town that Vendor shall have paid such amounts so claimed by the Town.

- iii. The Town may procure, upon such terms and in such manner as the Town may deem appropriate, supplies or services similar to those so terminated, and the Vendor shall be liable to the Town for any excess costs for such similar supplies or services.

15. NOTICES: Notices required by this contract to be sent by one party to the other shall be sent by the Town to the Vendor at the address set forth herein and by the Vendor to the Town at 4052 Route 42, Monticello, New York 12701. Notices shall be mailed by certified mail, return receipt requested or delivered to the party personally. The parties may give written notice of a change of address.

16. BINDING NATURE: This contract shall bind the parties hereto their heirs and successors. The performance of any services to be performed pursuant to this contract by the Vendor shall not be assigned without the prior written consent of the Town. The Vendor shall not assign the payment of any monies due under this contract.

17. AMENDMENT: This contract may be modified only in writing.

18. ADDITIONAL RIDERS AND APPENDICES: Attached to this contract are additional riders and appendices or required provisions of law, budgets and operating plans, all of which provisions are a part of this contract and shall be complied with by the Vendor.

19. FACSIMILE SIGNATURES AND TRANSMISSION: This contract may be executed in several counterparts signed by each party separately and transmitted to the other party by facsimile transmission. Such contract shall be valid evidence of execution for all purposes except payment. For payment each party shall have a fully executed copy of this contract manually signed by each party. All documents required to be submitted by one party to the other may be transmitted by such party to the other by facsimile transmission. A contract may be digitally transmitted with a binding digital signature encoded in a manner required by law.