



Notice To Bidders

NOTICE IS HEREBY GIVEN, that the County of Ontario (the “County”), will receive sealed bids for IFB# B25065 Janitorial Services for Various County Buildings. Such sealed bids must be filed with the Ontario County Purchasing Director, 20 Ontario Street, Canandaigua, New York 14424, **PRIOR TO 3:00 pm on Friday, June 27, 2025** at which time said bids will be publicly opened and read via Webex meeting.

Meeting Link:

<https://ontariocountyny.webex.com/ontariocountyny/j.php?MTID=m8564376017c4e4682663ec95e0ddd8ce>

Meeting Number: 2349 137 7343

Password: B25065

There will be a pre-bid meeting held on Tuesday, June 10, 2025 at 10:30 am. Said meeting will be held at the Department of Public Works, 2962 County Road 48, Canandaigua, NY 14424, Canandaigua, New York. All interested parties are strongly urged to attend. This will be the only opportunity to view the sites.

Bid forms, Drawings, and Specifications may be downloaded from the County’s e-Procurement Portal <https://procurement.opengov.com/portal/ontariocountyny>.

NOTE: The County shall not be held responsible for the completeness or accuracy of any bid documents received by a vendor that were not directly issued to that vendor by the County Purchasing Department. Any vendor submitting a bid based on incomplete or inaccurate information resulting from documentation received from any third party, shall not have cause for relief from award or completion of a contract in accordance with the official documents on file with the County Purchasing Department. It is **HIGHLY suggested that all vendors interested in participating in this bid, contact the County Purchasing Department directly at the above address or telephone number to assure they have received the most accurate and up to date material concerning this contract.**

The County does not offer or supply anyone the list of people that have obtained a copy of these bid specifications or cost estimates for the project prior to the opening of the bid. NO EXCEPTIONS ARE MADE TO THIS POLICY.

The County reserves the right to reject any or all bids.

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COUNTY OF ONTARIO

Jenifer Langer, Buyer
Ontario County Purchasing

Instructions To Bidders

1. Read all documents contained in the Bid Specifications.
2. Vendors are responsible for submitting their bids using the instructions listed in the Notice to Bidders prior to the time indicated in the Notice To Bidders. No bids will be accepted after the designated time indicated in the Notice To Bidders. **NOTE:** This includes any changes listed on the latest addendum issued by the County of Ontario (the “County”) Purchasing Department, if any. **Delay in mail delivery is not an exception to the deadline for receipt of bids.**
3. Bidders are responsible for reporting, in writing, any errors found in the Bid Specifications to the County Purchasing Director, 20 Ontario Street, Canandaigua, New York 14424.
4. Questions about or clarifications to the Bid Specifications must be submitted electronically via the County's eProcurement Portal at <https://procurement.opengov.com/portal/ontariocountyny> or be made in writing to the County Purchasing Director prior to the bid opening via regular mail, e-mail (Purchasing@ontariocountyny.gov), or fax (585-396-4250). Such questions must be in the possession of the County Purchasing Director three working days prior to the bid opening unless otherwise indicated. Please indicate the bid number on your request. Verbal questions will not be entertained.
5. Bidders shall indicate on the outside of their sealed bid the following information:
 - a. **Janitorial Services for Various County Buildings and Bid #B25065**
 - b. **Date and Time of Bid Opening (Friday, June 27, 2025 at 3:00 pm)**
 - c. **Company Name**
6. **Vendors submitting “Alternate” pricing, products or services, must do so as a separate bid package to be considered for award. Each bid must be submitted under separate cover and will be considered on its own merits.**
7. The only forms necessary to be submitted as a bid are the following:
 - a. **Bid Form, filled out completely. See General Information.**
 - b. **Individual, Corporate, Partnership or LLC Acknowledgment.**
 - c. **Non-Collusion Affidavit, signed and notarized.**
 - d. **Bidder’s Statement on Sexual Harassment, signed and notarized.**
 - e. **Insurance certificates. See the Insurance Requirements Section.**
 - f. **Narrative describing plan for executing contract.**
 - g. **IRS W-9 Form. See General Information**
 - h. **Any other information as noted in the bid documents.**

8. All vendors submitting a bid shall be supplied with a copy of the pricing tabulation sheet and the information regarding any resulting resolutions as soon as they become available after the bid opening.
9. Under no circumstances is it necessary to return the Bid Specifications with the bid. They should be retained by the bidder for his/her records, or returned at a later date as a part of a request for the return of a bid deposit.

Failure to submit any of the above data may result in the rejection of the bid as non-responsive. Furthermore, the County reserves the right to require the vendor to supply any additional information it deems necessary to determine the successful responsive/responsible vendor and further to wave any minor informalities it deems in its best interest.

General Information

METHOD OF AWARD

A contract, if awarded, will be to the lowest responsive/responsible bidder(s) in part or in whole who meet(s) all the terms of the Bid Specifications. The County guarantees no minimum or maximum purchase(s) as a result of award of this bid. Additionally, the County reserves the right to purchase any goods or services included as a part of this bid through any means legally available to it at any time.

GUARANTEE

The vendor guarantees that all work will be conducted in accordance with the Bid Specifications and that all goods, materials and/or equipment supplied to the County meet or exceeds the Bid Specifications. Should the goods, materials and/or equipment be found not to meet the Bid Specifications, the vendor shall remove and/or at the County's sole discretion, replace all faulty goods, materials and/or equipment within a time frame dictated by the County at no cost to the County.

SAMPLES

The vendor agrees to supply samples of any or all products offered. Said samples shall be supplied at no cost to the County and shall be delivered in the same manner and in the same packaging as would be done should there be an award. Samples shall become the property of the County and there shall be no costs associated with the samples. Delivery shall be within seven (7) calendar days of request.

QUALIFICATION OF BIDDER

Bids will only be accepted from established contractors and manufacturers or their authorized dealers who can supply the goods, material, service or equipment in accordance with the Bid Specifications. In the event a dealer submits a bid, the dealer shall guarantee that he/she is an authorized dealer of the manufacturer and the manufacturer has agreed to supply the dealer with the equipment offered in the proposal and that the dealer is authorized by the manufacturer to sell the equipment within the County. Further, the dealer agrees to submit a certificate from the manufacturer acknowledging that he/she is an authorized dealer, if so requested.

AWARD OF BID

The award, if any, will be made within forty-five (45) calendar days of the opening date. All successful vendors shall be notified by the Clerk of the County Board of Supervisors. Notice of awards shall be in the form of a copy of the resolution awarded by the County Board of Supervisors sent to all successful vendors by U.S. mail.

FINANCING OF MATERIAL OR EQUIPMENT PURCHASES

When any bid includes the lease and/or purchase of goods, material and/or equipment, the vendor shall submit a price on the bid form supplied by the County. The price offered shall include all delivery, finance and any other charges that may be associated with said purchases or lease. The County shall only deal with the vendors actually submitting the bid AND supplying the goods, material, service or equipment described in the Bid Specifications. Any financial or other arrangements made between the vendor and any other party as a part of this bid are strictly between those parties and the County shall not be included or be required to participate in them in any way. Furthermore, the County shall only make payments directly to the vendor awarded a contract as a result of that vendor submitting a valid bid, being deemed the successful vendor, awarded a contract and

issued a purchase order. The County shall not make partial or prepayments of any kind unless stipulated in the Bid Specifications by the County.

PAYMENTS

Payments to all vendors will be made within thirty (30) calendar days of receipt of an approved and accepted invoice by the County. If the contract is for equipment, the County will pay the vendor awarded the contract within thirty (30) calendar days of receipt and acceptance of the equipment as fully functional and operational including training of County staff by the vendor in the operation and maintenance of the equipment and upon receipt and approval of a correct invoice from the vendor. Prior to any vendor receiving payment, the County requires that all vendors have a current completed IRS form W-9 on file with the County Finance Department. The County may, at its option, audit such books and records of the vendor as are reasonably pertinent to a contract awarded as a result of this bid to substantiate the basis for payment and compliance with the terms of the contract resulting from this bid.

TERM OF CONTRACT

Any contract resulting from the award of this bid shall be for a term of two (2) years beginning on November 1, 2025. The winning vendor will be expected to begin work on that day. The award is expected to be made on July 31st to allow the vendor mobilization time. The County reserves the right to renew all or any part of this contract for up to three (3) two year periods if agreeable by all parties and by resolution by the County Board of Supervisors.

PRICE ADJUSTMENTS

Unless otherwise stated in this document, at no time during the term of any contract arising from an award by the County Board of Supervisors may any of the contract pricing be changed for any reason without prior written approval by the County. The vendor may request a price adjustment after the first six months of a contract term. However, the vendor may only make one such request per (12) twelve months. If a price adjustment request is made, the vendor shall give the County a minimum of (30) thirty calendar days notification of any request for a price adjustment. Said adjustment may at no time exceed the Consumer Price Index Table 4 for all items as calculated by the County Purchasing Department. Should the County deem the requested adjustment unacceptable, the County reserves the right to terminate the contract in accordance with the terms of this bid and seek pricing from whatever sources legally available.

FUEL SURCHARGES

The County will not pay any type of fuel surcharge on any item or contract unless specifically indicated as such by the County in the solicitation or contract. Any fuel charges added and not authorized by the County will be deleted from any payments made to the vendor.

TAX ON MATERIALS

In regard to any taxes applicable to a contract resulting from this bid, please acquire a copy of form ST-120.1 from the NYS Department of Taxation and Finance and follow accordingly.

COMPLIANCE

The vendor shall comply, at its own expense, with the provisions of all federal, state and local laws, rules and regulations applicable to its performance of any contract resulting from this bid and any terms and conditions of a grant associated with any contract(s) awarded as a result of this bid.

PROGRESS

The vendor shall issue progress reports to the County as the County may direct and shall immediately inform the County in writing of any cause for delay in the performance of a contract resulting from this bid.

INDEPENDENCE

The vendor expressly understands and agrees that it is and shall in all respects be considered an independent contractor. The vendor, its employees, partners, associates, subcontractors, subconsultants and any others employed or retained by the vendor in the performance of a contract resulting from this bid, are not and shall not hold themselves out nor claim to be an officer or employee of the County, nor make claim to any rights accruing thereto, including but not limited to Workers Compensation, Unemployment Benefits, Social Security or retirement plan membership or credit. Further, vendor, by virtue of his/her independent contractor status, shall under no circumstance constitute an employee of the County for purposes of the Affordable Care Act, shall not be entitled to any subsidy or credit in connection with this bid, and agrees if the County were to be assessed a penalty related to this bid that vendor will defend and indemnify the County for any said penalty or related penalty.

NON-DISCRIMINATION

The vendor expressly agrees that:

1. in the hiring of employees for the performance of a contract resulting from this bid, neither the vendor, any subcontractor, nor any person acting on their behalf, shall discriminate against any person on the basis of any characteristic or classification protected under New York State or federal anti-discrimination laws, who is otherwise qualified and available to perform the work to which the employment relates; and
2. neither the vendor, any subcontractor, nor any person acting on behalf of such vendor or subcontractor shall, in any manner, harass, discriminate against or retaliate against any employee hired for the performance of work under this Agreement on account of any characteristic or classification protected under New York State or federal anti-discrimination laws; and
3. in the course of performance of work under a contract resulting from this bid, neither the vendor, any subcontractor, nor any person acting on their behalf shall, in any manner, harass, discriminate against, or retaliate against any person on account of any characteristic or classification protected under New York State or federal anti-discrimination laws; and
4. that there may be deducted from the amount payable to the vendor by the County under any contract resulting from this bid a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and
5. that any contract resulting from this bid may be cancelled or terminated by the County, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of this section.

NO CONFLICT

The vendor agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The vendor further agrees that, in the performance of a contract resulting from this bid, no person having any such interest shall be employed by it.

The vendor represents and warrants that it has not employed or retained any person, other than a bona fide full-time salaried employee working solely for the vendor to solicit or secure a contract resulting from this bid, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full-time salaried employee working solely for the vendor) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making a contract resulting from this bid. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its discretion, to terminate a contract resulting from this bid without liability, and to deduct the contract price, or otherwise to recover, the full amount of such fee, commission percentage, gift or consideration.

RECORDS

All original records compiled by the vendor in performing under a contract resulting from this bid, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all similar recorded data, shall become and remain the property of the County. The vendor may retain copies of such records for its own use.

INSURANCE

Failure to secure and maintain the required insurances contained in the Insurance Requirements section which is attached hereto and made a part hereof, is a material breach of any contract(s) awarded as a result of this bid. Vendor shall reimburse the County for any funds expended by the County that would have been paid by Vendor's insurance carrier under any required insurance. Should vendor's required insurance be cancelled or lapse in any way, vendor shall submit the insurer's notice of cancellation or lapse to the County within two business days of receipt.

DEFENSE AND INDEMNIFICATION

The vendor agrees to the fullest extent of the law:

1. that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the vendor shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the vendor or third parties under the direction or control of the vendor; and
2. to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions referred to in sub-paragraph "(a)" above and to bear all other costs and expenses related thereto. The duty to defend hereunder shall be triggered immediately upon notice to the vendor by the County of the County's receipt of a Notice of Claim, service of process or other demand or claim.

These defense and indemnification obligations shall survive the expiration or termination of any contract resulting from this bid, whether occasioned by the contract's expiration or earlier termination.

TERMINATION

The County, upon ten (10) calendar days' notice to the vendor, may terminate any contract(s) resulting from this bid in whole or in part when the County deems it to be in its best interest, whether with or without cause. In such event, the vendor shall be compensated and the County shall be liable only for payment for goods, materials, equipment and/or services provided under any contract(s) awarded as a result of this bid up to the effective date of termination.

In the event of a dispute as to the value of services rendered by the vendor prior to the effective date of termination, it is understood and agreed that the County shall determine the value of such services rendered by the vendor. Such reasonable and good faith determination shall be accepted by the vendor as final.

Should the equipment fail to perform as advertised at any point within the timeframe of the guarantee, the vendor shall, at its own expense, and at the County's option, repair or replace said equipment. Should the vendor fail to make the equipment operate as advertised within a reasonable amount of time as determined by the using department and the County Attorney, the vendor agrees to remove the equipment and refund the County a prorated amount as follows: the percentage of time the equipment ran as advertised, as documented by the County, in comparison to the manufacturers guarantee shall be calculated and that percentage of the original purchase price shall be deducted and the remainder of the original purchase price shall be refunded to the County. No finance or any other charges shall be assessed to or by either party.

In the event the County determines that there has been a material breach by the vendor of any of the terms of any contract(s) awarded as a result of this bid and such breach remains uncured for five (5) days after service on the vendor of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate any contract(s) awarded as a result of this bid and the County shall have the right, power and authority to complete that which is required by the contract awarded as a result of this bid, and any additional expense or cost of such completion shall be charged to and paid by the vendor. Service of notice hereunder shall be effective on the date of mailing.

JUDGMENTS/LEGAL FINDINGS

By submitting this bid for consideration, the vendor affirms that they currently have no judgments or other legal findings nor have any pending judgments or other legal findings against the company, its executives or any other person that will be employed in any fashion as a part of this contract, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to legally complete any contract awarded them as a result of this bid. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the County.

BUILDING PERMITS/CODE ENFORCEMENT

Vendor(s) awarded any contract for the County are responsible for conforming to all Federal, State and local building and construction codes in effect for all types of work involved in the completion of their contract.

Additional Requirements: Vendors are responsible for compliance with requirements in Ontario County Local Law 4 of 2022 which provides for local administration and enforcement of the NYS Uniform Fire Prevention and Building Code. Local Law 4 of 2022 includes additional inspection and certification requirements that will directly impact project scheduling.

Building Permits: Prior to the start of construction, all building permits necessary to complete the work hereunder shall be secured. After award of contracts, all questions and issues relating to building code compliance and permits are to be forwarded to the Ontario County Code Enforcement Officer: 585-396-4455

SAFETY PROGRAM REQUIREMENT

Prior to the start of construction, the successful vendor will be required to submit an acceptable site specific safety program outline to the Ontario County Safety Coordinator for their review.

PREVAILING WAGES

All vendors submitting bids agree to conform to all New York State (“NYS”) and federal Department of Labor and prevailing wage laws. The County has applied for and has received all PRC numbers for this project, which, if applicable, have been included with this document as an attachment. The successful vendor(s) is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this bid. For policy or rate questions call the NYS Department of Labor at (585) 258-4505.

Actual rates are available via the internet at:

<http://www.labor.ny.gov/workerprotection/publicwork/pwratesch.shtm> or for questions regarding federal labor rates and policy questions call 1-866-487-2365.

The County will only pay and the vendor agrees to only charge prevailing wage rates to those employees of any organization that are required by NYS law to receive said rates in the course of doing work for the County. No payments will be made to any vendor covered under a contract resulting from this bid prior to the vendor supplying the County with certified payrolls in accordance with NYS Department of Labor regulations. The vendor agrees to verify all rates with the NYS Department of Labor prior to submitting a proposal and prior to doing any work for the County as well as to establish which of the those workers involved in any part of a contract for the County are required by law to receive said rates.

Corporations and partnerships submitting proposals are hereby informed that ALL personnel involved in the performance of a contract resulting from this bid must be paid the prevailing rate or above in accordance with the current NYS labor laws in effect during the course of performance. This includes all owners, partners and other management and other employees as required.

If there are federal funds involved in a contract resulting from this bid, it is the responsibility of the vendor to comply with the higher of the two prevailing wage schedules listed above.

NOTES

Vendors currently on the NYS Department of Labor Debarred list will not be considered for award of this contract. By submitting a bid for consideration, the vendor is representing to the County that they are currently in good standing with the NYS Department of Labor at the time of the bid submission.

In accordance with chapter 282 of NYS Labor Law 220-h for all public works projects of \$250,000.00 or more, prior to performing any work relating to said project every worker covered under any contract relating to said project shall have completed an Occupational Safety and Health Administration (“OSHA”) 10 safety training course. As proof of completion of the training course each contractor and subcontractor must attach a copy of proof of completion of the OSHA 10 course to the first payroll submitted to the County and on each succeeding payroll where any new or additional employee is first listed. For further information or acceptable types of proof contact the NYS Department of Labor at the number listed above or at (518) 485-5696

IRAN DIVESTMENT ACT

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, bidder/contractor (or any assignee) certifies that it is not on the list of "Entities determined to be non-responsive bidders/offerors pursuant to The New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted on the New York State Office of General Services ("OGS") website at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on any contract(s) awarded as a result of this bid any subcontractor that is identified on the Prohibited Entities List. Additionally, bidder/contractor is advised that should it seek to renew or extend any contract(s) awarded as a result of this bid, it must provide the same certification at the time the contract is renewed or extended.

During the term of any contract(s) awarded as a result of this bid, should the County receive information that a person (as defined in New York State Finance Law Section 165-a) is in violation of the above-referenced certifications, the County will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that he/she has ceased its engagement in the investment activity which is in violation of The New York State Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action(s) as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the bidder/contractor in default.

The County reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

SUBSTITUTE OR "OR EQUAL" ITEMS

A Contract, if awarded, may be on the basis of materials and equipment as described in the Drawings, and Bid Specifications, and "or equal" items submitted by the bidder and accepted by the County.

The bidder may offer "or equal" items that meet the same performance and reliability standards as specified herein. If the bidder offers an "or equal" item, the bidder must include with the bid submission, documentation establishing equality of construction, operation and utility. Said "or equal" items shall be accepted or rejected based upon the County's evaluation of the submitted documentation. All costs associated with the review of any "or equal" items prior to recommendation of award, shall be at the bidder's expense.

If a submitted "or equal" item is rejected, the bidders shall be afforded an opportunity to meet with the County to offer additional qualifying opinions and information prior to the County rejecting the bid. However, if the County determines that the materials or equipment do not meet the minimum acceptable specification, the vendor will not have the opportunity to offer the County other alternatives or to offer the original equipment specified by the County. Additionally, the bidder shall not have the opportunity to submit any alternative materials or equipment after the bids have been opened or awarded. Neither the County nor its representatives shall make any determinations as to equality of materials or equipment prior to the opening of bids.

The decision to accept or reject an "or equal" item rests solely with the County. If a substitute "or equal" item is not accepted by the County, the bid will be deemed non-responsive and the County shall reject this bid. The next lowest responsive bid shall then be reviewed for recommendation of award.

NON-APPROPRIATIONS CLAUSE

In accordance with the GML, the County will not be liable for any purchases or contracts for which funding is not available. As a result, the vendor agrees to hold the County harmless for any contracts let for which funding

either does not currently exist or for which funding has been removed prior to the issuance of a purchase order by the County. Issuance of a purchase order by the County indicates that the County currently has and has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Receipt of a resolution by the County Board of Supervisors is not in and of itself a binding contract with the County. Should it become necessary for the County to cancel a project or purchase after an order to proceed or purchase order has been issued, the County will only be liable for and the vendor agrees to only assess those financial damages that it can prove to have incurred as a direct result of the cancellation. See Bid Form for further notes.

NON-ASSIGNMENT

In accordance with GML Section 109, at no time during the duration of any contract(s) resulting from this bid, shall the successful vendor be allowed to assign, transfer, convey, sublet or otherwise dispose of the same, or of their right, title, or interest therein, or their power to execute such contract, to any other person or corporation any portion of the contract to a third party without the prior express written approval of the County Board of Supervisors.

EMPLOYEE VERIFICATION REQUIREMENTS

All vendors and all municipal entities included under any contract(s) resulting from an award of this bid are required to comply with all current state, federal and local laws, rules and regulations as they pertain to the verification of the ability of each employee to legally work in this state and country. This includes all employees, subcontractors and their employees engaged in work covered by said contract.

All vendors shall, upon request, supply the County with certified copies of U.S. Citizenship and Immigration Services Form I-9 for all employees, subcontractors and their employees. These forms should be on file at the vendor's home office and are available online at <http://www.uscis.gov/files/form/i-9.pdf> . By submitting a bid for consideration by the County, the vendor acknowledges that it has complied with and will continue to comply with all regulations and statutes concerning the verification of employee status.

MISCELLANEOUS

If any provision of a contract resulting from this bid is determined to be invalid or unenforceable, that shall not affect the validity or enforceability of the remaining portions of the contract resulting from this bid. Any such invalid or unenforceable provision shall be modified so as to give effect to the original intent of the parties to the maximum extent possible. Each and every provision of law and clause required by law to be inserted in a contract resulting from this bid shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law. Any contract resulting from this bid shall be construed and enforced in accordance with the laws of the State of New York.

BID FORM RESPONSES

When filling out the Bid Form, be certain that:

1. All blanks are filled in with the requested information;
2. All forms are signed in blue or other non-black ink;
3. All areas requiring a price are to be filled in as follows:

- a. Supply a numerical price for all products or services to be provided. (This includes a \$0.00 if there is no additional cost for any item);
- b. The words “No Bid” if you are not interested in or unable to perform any particular portion for the bid;
- c. All markings other than those indicated above or any blank spaces where prices are indicated shall be deemed as a “no bid” by the County and shall make the vendor non-responsive for that particular item (s). No exceptions shall be made in this case.

Insurance Requirements

ONTARIO COUNTY INSURANCE REQUIREMENTS

**References to "Contractor" in these Insurance Requirements include the "Contractor," "Vendor" or "Consultant" that is a party to the agreement with Ontario County.

Instructions for Insurance Requirements

1. The Ontario County Insurance Requirements consist of:
 - a. these instructions for Insurance Requirements
 - b. proof of liability insurance
 - c. proof of Workers' Compensation insurance; and
 - d. proof of Disability Insurance
2. Proof of insurance shall be provided by the Contractor prior to standing committee approval or issuance of a purchase order. In addition, all bids and quotes require proof of insurance with the response.
3. Any change in or waiver of insurance requirements must be approved by the County Governmental Operations and Insurance Committee. Any failure by the County to object to the contents of the certificate of insurance or the absence of same shall not be deemed a waiver of any and all rights held by the County.
4. No Limitation of Liability: The policy limits required by these Insurance Requirements shall in no way operate or be considered as a limitation of Contractor's liability.
5. Contractor must provide new ACORD certificates when any policy listed on the form expires.
6. If Contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.
7. The Contractor's insurance policies must be from an A.M. Best A rated or better insurer, authorized to conduct business in New York State. A New York State admitted insurer is preferred. The decision to accept specific insurers lies exclusively with the County.
8. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.

9. **General Requirements for Proof of Commercial General Liability Insurance**

- a. Use of ACORD Form: Proof of Commercial General Liability Insurance must be provided on a New York-approved ACORD form. ACORD Insurance Certificates must be executed by an insurance company and/or agency or broker licensed by the Insurance Department of the State of New York.
- b. The ACORD form must contain (i) the name of the agent producing the form; (ii) a policy number; (iii) policy effective date and expiration date; and (iv) the name of the Contractor, which must match the Contractor name on the Agreement.
- c. Type of policy: Commercial General Liability Insurance shall be written on an occurrence coverage form. Insurance shall include coverage for bodily injury and property damage liability.
- d. Additional Insured Status: All Commercial General Liability insurance certificates **must** name Ontario County as an “Additional insured.” Additional insured status must include products and completed operations. The Contractor agrees to indemnify the County for any applicable deductibles and self-insured retentions. No Action over Exclusion shall be on the policy.
- e. “Certificate Holder”: shall be “County of Ontario, 20 Ontario Street, Canandaigua, NY 14424.” The certificate holder cannot be a County department.
- f. “Description of Operations”: must say “Vendor/Contractor/Consultant services provided as per contract with Ontario County.”
- g. Non-renewal, Change, or Cancellation: Contractor shall provide written notice of any non-renewal, change, or cancellation of the policies required herein to the County of Ontario and the County Department requesting this Certificate at least thirty (30) days prior to such non-renewal, change, or cancellation. Such written notice may be provided through the County’s electronic contract system.
- h. Waiver of Subrogation: Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Waiver of subrogation must be indicated on the ACORD form. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer and regardless of whether waiver of subrogation is indicated on the ACORD form.
- i. Primary / Non-contributory Coverage: Contractor’s insurance shall be primary and the County’s self-insurance program shall be excess and shall not contribute with it.
- j. Abuse & Molestation Liability: Contractors providing services to minors (0 to 18 years of age) pursuant to the contract with Ontario County shall provide proof of sexual abuse and molestation coverage.
- k. Garage Keepers Legal Liability: Contracts for vehicle repair services that are performed on the Contractor’s property require garage liability insurance with limits of \$500,000 auto and other than auto.

10. **Proof of Automobile Insurance**

- a. For all construction contracts, contracts requiring reimbursement of the Contractor's mileage, or any other contract requiring use of a vehicle other than for transportation of the contractor from home/main office to the work site or from the work site to home/main office, the ACORD form must include proof of Auto Liability Coverage as set forth below.
- b. All Automobile Liability insurance certificates must name Ontario County as an "Additional insured." The Contractor agrees to indemnify the County for any applicable deductibles and self-insured retentions. No Action over Exclusion shall be on the policy.
- c. Waiver of Subrogation: Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Waiver of subrogation must be indicated on the ACORD form. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer and regardless of whether waiver of subrogation is indicated on the ACORD form.
- d. Primary / Non-contributory Coverage: Contractor's insurance shall be primary and the County's self-insurance program shall be excess and shall not contribute with it.

11. **General Requirements for Proof of Professional Liability Insurance**

- a. Use of ACORD form: An ACORD form is strongly preferred for proof of Professional Liability Insurance. Alternative forms may be accepted, in the discretion of the Ontario County Attorney's Office, so long as such certificates are executed by an insurance company and/or agency or broker licensed by the Insurance Department of the State of New York.
- b. The ACORD form or other approved Certificate of Insurance must contain (i) the name of the agent producing the form; (ii) a policy number; (iii) policy effective date and expiration date; and (iv) the name of the Contractor, which must match the Contractor name on the Agreement.
- c. Type of policy: Professional liability coverage shall be maintained for not less than three (3) years following expiration or termination of the Agreement OR shall the Contractor shall provide an equivalent extended reporting endorsement (commonly known as a "tail policy").
- d. Non-renewal, Change, or Cancellation: Contractor shall provide written notice of any non-renewal, change, or cancellation of the policies required herein to the County of Ontario and the County Department requesting this Certificate at least thirty (30) days prior to such non-renewal, change, or cancellation. Such written notice may be provided through the County's electronic contract system.
- e. Abuse & Molestation Liability: Contractors providing services to minors (0 to 18 years of age) pursuant to the contract with Ontario County shall provide proof of sexual abuse and molestation coverage.

12. General Requirements for Proof of Umbrella/Excess Insurance

- a. Where required, proof of Umbrella/Excess insurance must be provided on a New York-approved ACORD form. ACORD Insurance Certificates must be executed by an insurance company and/or agency or broker licensed by the Insurance Department of the State of New York.
- b. Type of policy: Umbrella/Excess insurance shall be on a follow-form basis or provide broader coverage over the General Liability and Auto Liability coverages.
- c. Additional Insured Status: All Umbrella/Excess insurance certificates must name Ontario County as an “Additional insured.”
- d. Waiver of subrogation applies and Contractor’s insurance shall be primary / non-contributory.

13. Workers’ Compensation Insurance

- a. New York State law mandates that municipal entities require their contractors or permit applicants to provide proof of Workers’ Compensation insurance OR proof of exemption from providing Workers’ Compensation insurance, in compliance with NY Workers’ Compensation Law §57.
- b. To comply with coverage provisions of the Workers’ Compensation Law, contractors must:
 - i. be legally exempt from obtaining workers’ compensation insurance coverage; or
 - ii. obtain such coverage from insurance carriers; or
 - iii. be a Board-approved self-insured employer; or
 - iv. participate in an authorized group self-insurance plan.
- c. FORMS - Contractors or entities requesting permits from Ontario County must provide one of the following NY State-approved forms to Ontario County. NOTE - ACORD forms cannot be accepted as proof of Workers’ Compensation coverage.
 - i. **Form CE-200, Certificate of Attestation of Exemption** from NYS Workers’ Compensation and/or Disability Benefits Coverage: Form CE-200 can be completed electronically on the NY Workers’ Compensation Board’s website, <https://www.wcb.ny.gov/content/main/forms/AllForms.jsp>. Under “All Forms,” search for form CE-200 and then follow the instructions to apply for an exemption on the State’s “New York Business Express” website. Please note that there are two different applications, one for businesses and one for not-for-profit organizations. Once the contractor receives the CE-200, the form must be signed and submitted by the Contractor to Ontario County. **This form is only valid for one year from the date printed on the bottom of the form and a new form must be provided to Ontario County upon expiration.**
 - ii. **Form C-105.2, Certificate of Workers’ Compensation Insurance:** Form C- 105.2 must be obtained from the contractor’s insurance carrier or the carrier’s licensed agent. Please note, the State Insurance Fund provides its own version of this form, the U-26.3.

- iii. **Form SI-12, Certificate of Workers' Compensation Self-Insurance:** Board-approved self-insured employers must obtain this form from the Board's Self-Insurance Office by emailing selfinsurance@wcb.ny.gov. **This form is only valid for one year and a new form must be provided to Ontario County upon expiration.**
- iv. **GSI-105.2, Certificate of Participation in Worker's Compensation Group Self-Insurance:** The contractor must obtain this form from the contractor's Group Self-Insurance Administrator. **This form is only valid for one year and a new form must be provided to Ontario County upon expiration.**
- v. **NYS Agencies Acceptable Proof:** Letter from the NYS Department of Civil Service indicating the applicant is a New York State government agency covered for workers' compensation under Section 88-c of the Workers' Compensation Law and exempt from NYS disability benefits.

14. **Disability Benefits Coverage**

- a. New York State law mandates that municipal entities require their contractors or permit applicants to provide proof of Disability Benefits Coverage OR proof of exemption from providing Disability Benefits Coverage, in compliance with NY Workers' Compensation Law §220 (8).
- b. To comply with coverage provisions of the Workers' Compensation Law, contractors must:
 - i. be legally exempt from obtaining Disability Benefits Coverage; or
 - ii. obtain such coverage from insurance carriers; or
 - iii. be a Board-approved self-insured employer for disability benefits.
- c. **FORMS** - Contractors or entities requesting permits from Ontario County must provide one of the following NY State-approved forms to Ontario County. NOTE - ACORD forms cannot be accepted as proof of Disability Benefits Coverage.
 - i. **Form CE-200, Certificate of Attestation of Exemption** from NYS Workers' Compensation and/or Disability Benefits Coverage: Form CE-200 can be completed electronically on the NY Workers' Compensation Board's website, <https://www.wcb.ny.gov/content/main/forms/AllForms.jsp>. Under "All Forms," search for form CE-200 and then follow the instructions to apply for an exemption on the State's "New York Business Express" website. Please note that there are two different applications, one for businesses and one for not-for-profit organizations. Once the contractor receives the CE-200, the form must be signed and submitted by the Contractor to Ontario County. **This form is only valid for one year from the date printed on the bottom of the form and a new form must be provided to Ontario County upon expiration.**
 - ii. **DB-120.1, Certificate of Disability Benefits Insurance:** Form DB-120.1 must be obtained from the contractor's insurance carrier or the carrier's licensed agent.
 - iii. **DB-155, Certificate of Disability Benefits Self-Insurance:** Self-insured employers must contact the NY Office of Self-Insurance at selfinsurance@wcb.ny.gov to obtain Form DB-155.

- iv. **NYS Agencies Acceptable Proof:** Letter from the NYS Department of Civil Service indicating the applicant is a New York State government agency covered for workers' compensation under Section 88-c of the Workers' Compensation Law and exempt from NYS disability benefits.

15. **Limitations of Liability / Specific Required Liability Coverages for this Contract**

Automobile Liability

Auto Liability	
Any Auto OR	\$1,000,000
Owned	\$1,000,000
Hired	\$1,000,000
Non-Owned	\$1,000,000

Janitorial Services

Commercial General Liability	
Each Occurrence	\$1,000,000
Fire Damage / Damage to Rented Premises	\$50,000
General Aggregate	\$2,000,000
Products Completed Operations	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Medical Expense	\$5,000
Bonds	Fidelity Bond (employee dishonesty bond)
Excess / Umbrella	
Each Occurrence	\$1,000,000
Aggregate	\$1,000,000

Prevailing Wage Schedule For Public Work Project

Prevailing Wage Schedule Article 9 For Public Work Project

Location: Various County Buildings

Project Type: Janitorial Services

PRC#: 2025900575

Effective dates of schedule provided by NYS DOL: July 2024 through June 2025.

A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for this project.

The current schedule(s) of the prevailing rates and prevailing hourly supplements for the project referenced above may be accessed at the New York State Department of Labor website @ www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering the assigned PRC# at the proper location on the website.

For policy or rate questions call the NYS Department of Labor at (585) 258-4505. If you do not have internet access, you may contact the Ontario County Purchasing Department at (585) 396-4442 to request a copy of the prevailing rate schedule provided for this project.

Please reference the topic of “Prevailing Wages” in the General Information section of this document.

Bid Specifications

Background

Ontario County is requesting proposals for Janitorial Services to be performed in its facilities in Geneva, Hopewell and Canandaigua.

Unit priced “project” tasks will not be considered in determining the award of this contract. However, all “project tasks” must be performed by bidders and priced competitively and balanced. Each location shall be itemized separately on each monthly bill.

Service Schedule matrix is provided in Appendix A.

Floor plans for each location may be found in Appendix B

In this document, the term “Contractor”, “Janitorial Company”, “Vendor” or “bidder” may be used interchangeably to designate the firm offering the bid.

STANDARD REQUIREMENTS FOR ALL LOCATIONS

The awarded contractor must provide

- All equipment to perform services as indicated in the specifications and included under any contract.
- All personnel to perform the service, including supervision where service is performed.
- All cleaning products necessary to perform service and supply restrooms and other areas as indicated in the specifications: includes paper towels, toilet tissue, hand soap, sanitary napkins/tampons and trash can liners. It is responsibility of contractor to notify the County representative if supplies need to be restocked.
- When a staff cleaner calls in sick, is on vacation or otherwise absent, the janitorial company must provide a qualified replacement janitor for all of those days.
- **Background Checks**: The Contractor bears the responsibility to provide information, clearances and releases for all employees (regular or replacement) working on Ontario County property, along with prior job qualifications (training and performance). The Contractor is required to perform third party background checks to verify any nationwide criminal convictions (plea of guilty or any court determination of guilt). This report shall be available for review by the County. All convictions, regardless of jurisdiction shall be reported to the County when a candidate is considered for work at County facilities.
- Criminal convictions or other offenses are subject to evaluation to determine suitability for working at county facilities. If convictions are identified or for any other reason, the County reserves the right to do its own background checks before the contract employee can work in County facilities. A conviction will not result in automatic disqualification but will be reviewed in relation to the duties of the job and other factors, such as the impact of the offense on the person’s ability to perform, the time elapsed since the occurrence of the criminal offense, the age of the person at the time of the

offense, the seriousness of the offense, the County's responsibility to protect property and the safety and welfare of individuals, and any evidence of rehabilitation and good conduct of the candidate.

- **Management:** The Contractor will provide a contract manager and on-site supervision for janitorial services.
- **Quality Assurance:** The County and the Contractor will conduct a joint audit of all facilities at the onset of the contract. The purpose of this audit is to establish baseline conditions of all facilities as a basis for performance reviews noted below.
- **Performance Review:** The County desires a successful relationship with the Contractor to ensure a quality cleaning program. To achieve that goal, reviews will be scheduled as necessary as performance will be continually reviewed with feedback given to the Contractor. The County will require the availability of the Contractor's on-site manager for these reviews as well as continuous monitoring and supervision of custodial operations to assure compliance with the cleaning industry's best management practices. The County's personnel may inspect premises from time to time to determine that the premises are maintained in a clean and sanitary condition. The successful Contractor must provide a mechanism for tracking issues with their service brought forth by County employees through the issues' resolution.
- **Training:** The janitorial company will provide staff cleaner and supervisory staff that are completely trained in accordance with Cleaning Industry standards such as ISSA, CIMS or OS-1 to do the work specified and to operate all equipment necessary for the satisfactory completion of the contract.
- **Identification:** All Contractors shall have visible identification, per County standards.
- **Safety:** Contractor must provide for each location a labeled SDS binder as required by PESH/OSHA and an itemized list of all chemicals that will be used including all appropriate SDS sheets. The Contractor must provide and document regular training for all employees in the proper use and applications of all products and equipment used in this Work.

NOTES:

- **Inspections:** County staff will do inspections weekly and monthly based on task lists. Any monthly and annual cleaning activities need to be scheduled with the County Senior Custodian.
- The contracting firm shall provide supervision of employees working under this agreement at no additional cost to the County.
- The vendor will be responsible for training workers and on site inspections.
- It is the vendor's responsibility to familiarize itself and its crew as to the requirements of the contract and to perform all tasks in timely and workmanlike manner.
- Vendors may not subcontract any part of any contract without prior written permission from the County.

GREEN CLEANING POLICY

In order to reduce the exposure of building occupants and maintenance personnel to potentially hazardous chemical, biological and particulate contaminants, which adversely affect air quality, human health, building finishes, building systems and the environment, Ontario County will adopt the following Green Cleaning goals. Green Cleaning goals are to minimize the negative impact that cleaning services have on the environment and to institute the use of safe, low impact cleaning chemicals, equipment and practices. Ontario County will work to continually improve its environmental performance by:

- Requiring contractor's to train staff to work in an environmentally responsible manner,
- Using cleaning products that are Green Seal, Environmental Choice or EPA's Design for the Environment approved and low volatile organic compound (VOC) products whenever applicable,
- Using equipment with superior filtration systems,
- Eliminating the use of products containing phosphates or microbeads
- Eliminating the use of aerosol products,
- Using concentrated products, as available,
- Using chemicals that are accurately diluted using cold water

It should be noted that the need to provide superior disinfection may result in some products not meeting the County's Green Cleaning Policy.

PROJECT DESCRIPTION AND SCOPE

Base Bid

In the Base Bid the contractor shall provide all labor, tools, and equipment (vacuum, mops, floor scrubber, sweeper, dust cloths etc.), supervision and transportation to complete the required janitorial and recyclable services per the specifications below. The bid sheets, floor plans and work matrix outlines the building and areas to be serviced under this contract. It should be noted that not all County buildings are included under this contract.

Also included in this Base Bid, the County will make available to the Contractor an adequate supply of consumable restroom supplies including toilet tissue, hand towels, sanitary products and trash can liners and large trash/recyclable collection bags.

Further, and as a part of the Base Bid, the Contractor will be responsible to develop an acceptable cleaning product list with estimated quantities in accordance with the County's Green Cleaning Policy noted above. Once this list is established, the County will procure an adequate supply and store those products for the Contractor's use. It's the Contractors responsibility to inform the County when store rooms are low of stock items.

PERSONNEL

The contractor shall provide adequate number of qualified cleaners and supervision. Contractors shall state in the bid the staffing plan for this contract and will be accountable to maintain this staffing level for the duration

of the contract. Provide documentation on the qualifications of a typical employee and supervisor. If the bidder has personnel planned to be assigned should the bid be awarded, provide any documentation that supports their qualifications. The supervisor(s) will provide training, supervision, and monitoring of the quality of work of their staff. The contractor will be responsible for the worker's pay, benefits, personnel matters, and insurance coverage. The contractor will comply with all NYS prevailing wage laws and requirements. Required insurance coverage will be kept in force throughout the life of the contract and a copy of all current insurance certificates indicating the vendor currently has the required coverage shall be provided with this proposal. Vendors may not subcontract any part of any contract without written permission from Ontario County.

ESTIMATED START DATE

It is estimated that this contract, if awarded, will begin November 1, 2025. This is only an estimate and is subject to change. The vendor will be expected to start work on that date. The award is expected at the July 31st Board of Supervisors meeting. That will allow the vendor time to work with the County to arrange staffing, secure clearances, obtain products and equipment, and work out assignments and processes.

WORK HOURS

Most routine service will be scheduled after regular County staff hours (excluding 24 hour locations) Monday through Friday. It is assumed part of the crews can start at mid-day or early morning for some of the tasks. Some areas require to be serviced when County staff is present during normal business hours. Specific times are to be determined to maximize Contractor efficiencies with minimal disturbance of County staff.

Project work is to be scheduled at mutually agreeable dates and times depending on employee needs, operations, building complexity and service to be provided.

Unless it is at the convenience of the County, no work is to be performed on County holidays. The following holidays are observed by Ontario County: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Indigenous People Day, Veterans Day, Thanksgiving Day, Christmas Day.

CLEANING SUPPLIES AND CONSUMABLES

The County will supply all consumables, cleaning supplies; liquid and spray cleaners. The Contractor will supply all equipment, carts, mops, towels, vacuums, buffers etc. Under the base bid the contractor shall maintain all building sites with all cleaning supplies, consumable paper and plastic products and equipment needed to complete work per specifications. Typically, closet area or storage space will be provided to store extra supplies at each location. In addition, a supply room is available at the DPW main office for bulk storage. The County is responsible to transport and stock each building janitorial closet as needed. The Contractor is to inform the County when closet stock needs to be replenished.

CLEANING PRODUCTS

The County will provide cleaning products as described here. All cleaning products must conform to the Green Seal™ GS-37 Standard. Refer to www.greenseal.org for information. The number of daily use cleaning products is to be minimized to: a general purpose cleaner; a pH neutral floor cleaner; a restroom cleaner; a disinfectant and a glass cleaner. All products are to be premeasured chemicals and are to be diluted in cold water by the Contractor.

Floor care products, finish and strippers are to conform to Green Seal GS-37 and GS-40 standards respectively. Carpet care chemicals will utilize a biodegradable surfactant, be phosphate, fragrance, and dye- free and be pH neutral.

Hand Soaps containing no antibacterial agents such as Spartan Lite'N Foamy Foaming PearLux and Spartan PearLux are used in County facilities.

All consumables will fit the current dispenser systems owned by the County.

Toilet tissue used is to be Wausaw WAU61990 or equal and must fit the current dispenser system. Roll paper towel towels are to be Wausaw WAU38040 or equal and must fit the current dispenser system. Recyclable bin liners are to contain a minimum 70% post-consumer recycled content and conform to US EPA Comprehensive procurement Guidelines for Plastic Trash Can Liners.

Prior to beginning work, the Contractor and County will outline cleaning techniques, and products to be used in each area.

EQUIPMENT AND CLEANING MATERIALS

An objective of this contract is to reduce exposure of building occupants and maintenance personnel to materials and equipment that could adversely affect air quality, human health, and the environment. To that end, equipment and material used in County owned buildings as a part of this contract should be proven equivalents to the following:

Vacuums: ProTeam Super CoachVac backpack and ProForce or ProGen vacuums

Carpet Extractors: Tennant 1610

Floor Scrubbers: Tennant T-3 and T-5

Floor Buffers: Advance Pacesetter and Advance Advolution 20XP Unger MicroFibre Mops and Unger two-chambered mop buckets

Unger MicroFibre Rags for general cleaning

Unger Ergo Toilet Brush, Ergo Toilet Swab, Nifty Nabbers Kaivac or “no touch restroom cleaning system”

All equipment and methods used shall be provided with the bid package and described as to meeting these specifications. All equipment must be secured on-site and not brought in when required, unless approved by the County. There are numerous large area tile floors where floor scrubbers and buffers are required.

WORK TASKS REQUIRED

See Attached Matrix – Appendix A

All areas shall be checked daily and should conditions require work not scheduled for that day, the Contractor is expected to perform the work and resume the schedule frequency thereafter.

Information given on square footage and fixture counts were developed from building drawings and are meant to be estimates. All bidders are responsible to verify inventory and measurements.

BID REVIEW

The qualifications and capabilities of the vendors to provide high quality and consistent performance is a critical component of determining the low, responsible bidder. This will be explored with selected bidders after the opening of bids. However, a brief statement outlining the bidders experience is required with the bid. It's important to note that the quality of management, direct supervisor and staff assigned to work in Ontario County will be vetted both through Sheriff's Office background checks and by County Staff. Times will be set up with the chosen vendor to interview assigned vendor staff and to walk all the locations to assure compliance with the specification. It's expected that staff turnover or temporary assignments (due to vacation, special work, etc.) will result in different people performing the cleaning. Time (up to 2 weeks) is necessary to vet those personnel changes.

All bidders must have experience in cleaning multiple buildings of the type and size of this contract. Failure to demonstrate that experience will deem the bid non-responsive.

The bidders are requested to include with the bid the following:

- 1. Information on all equipment and methods that is intended to meet the County's green product initiative and air quality standards.**
- 2. Initial staffing and scheduling plan. Include two floaters as back-up.**

Information supporting minimum experience in providing Janitorial Services

AWARD OF CONTRACT

The bid is structured with a Base Bid where a monthly price is given by building based on the Work Task Matrix. Refer to the building floor plans to identify where to clean and the work matrix that applies to those areas. The need to price by building is based on accounting, reimbursement, and other regulatory requirements.

The County award may be made to one or multiple vendors depending on capabilities of the vendor and needs of the County. However, any award will include a minimum of three building sites. The contract award will be for a one-year period with opportunity to renew for up to three, one year periods.

PRICING AND INVOICES

The contractor shall provide a MONTHLY PRICE for each facility for all tasks performed on a regular basis, including all daily, weekly, and monthly tasks. Should the County determine tasks are not performed, the County will inform the Contractor and deduct money from invoices in proportion to work deemed incomplete.

INVOICES:

- 1. The contractor shall invoice separately for each location.**
- 2. Invoices shall be sent on a monthly basis.**
- 3. Each invoice shall show a break-down of the specific prices as listed above.**

Bid Schedule

BASE BID FOR JANITORIAL SERVICES, AS SPECIFIED

Pricing shall be COMPLETE for the function and frequency of service requested per the respective building work task matrix to include all labor, equipment, supervision and transportation. Bidders are to price each building separately as the County may not award all buildings to a single contractor. However, any award will be made for a minimum of 3 building sites. Every attempt will be to group award to sites geographically, e.g., buildings in Hopewell. Also, the County will assure the group includes at least one larger building, e.g., 3010 or 3019 County Complex Drive. There is a single building in Geneva that cannot be grouped geographically. Provide a brief statement of qualifications and experience relating to commercial buildings of the size and scope described herein. Include staffing plans and equipment necessary to provide this service. **GROUP A: County Buildings ALL CLEANING PRODUCTS AND CONSUMABLES (toilet paper, paper towels, disinfectants and cleaning liquids, sanitary products, hand soap and trash can and recyclable container liners) ARE TO BE PROVIDED BY ONTARIO COUNTY AS A PART OF THE BASE BID for County Buildings.**

Line Item	Description	Unit of Measure	Unit Cost
A1	3010 County Complex Drive, Hopewell - Human Services Bldg - Note: This building is undergoing renovation through November of 2026. As the work is done in phases, the Contractor will initially clean only portions of the building. The monthly price to clean will be pro-rated based on the square footage actually serviced	per Month	
A2	3019 County Complex Drive, Hopewell - Health and Human Resources Bldg	per Month	
A3	3051 County Complex Drive, Hopewell - Records & Archives Bldg - Note: Work at this building will be done during normal business hours	per Month	
A4	3045 County Complex Drive, Hopewell - Ontario County Jail (Admin Area) - Note: This facility may require work during normal business hours	per Month	
A5	3093 County Complex Drive, Hopewell - Ontario County Flex Bldg - Note: This building sees frequent evening usage. Service is best performed after 9pm	per Month	
A6	2930 County Road 48, Hopewell - County Transportation Center (CTC)	per Month	
A7	2930 County Road 48, Hopewell - Department of Public Works	per Month	

Line Item	Description	Unit of Measure	Unit Cost
A8	2914 County Road 48, Hopewell - Safety Training Facility - Note: This building sees frequent evening usage. Schedules are available from office staff to help coordinate service.	per Month	
A9	74 Ontario Street, Canandaigua - Public Safety Building (includes, Sheriff offices, 911 Communication Center, Juvenile Aid, Board of Elections)	per Month	
A10	70 Ontario Street, Canandaigua - Information Services	per Month	
A11	20 Ontario Street, Canandaigua - County Municipal Bldg - Note: Work at some departments in this building must be done during normal daily work hours	per Month	
A12	83 Seneca Street, Geneva - County Services Bldg	per Month	

PERCENT DISCOUNT IF AWARDED ALL BUILDINGS

The vendor should provide a percentage off of the total amount if they were to be awarded all of the County buildings listed above. The vendor should also included a narrative on how or if this would change their staffing or processes.

Line Item	Description	Unit of Measure	Percentage	No Bid
A13	Discount percentage if awarded all buildings in A1-A12	Discount percentage		

GROUP B

Certain aspects of hard floor and carpet maintenance listed on the Work Task matrix are most conducive to being paid for on a unit price/square foot basis. While the Work Task matrix indicates the anticipated frequency this work will be done, the following tasks are to be excluded from the Monthly charge for regular daily, weekly and monthly services in the previous bid items and paid for under this bid item. Following the guidelines in the Work Task Matrix, this Unit Price Work will be scheduled at the discretion of the County. It is anticipated that this work will take place after normal working hours (second or third shift) or on weekends and should be priced accordingly. Lifting or moving of furniture may be required. If required, this cost will be priced by the job and considered an extra to the unit prices offered. Unit Price Tasks • Carpet Extraction • Stripping and Refinish Floors • Wash/Shampoo Furniture • Wash Windows UNIT PRICE BID FOR CLEANING SERVICES, AS SPECIFIED Pricing shall be COMPLETE for the function requested to include all labor, equipment, materials, cleaning supplies, supervision and transportation.

Line Item	Description	Unit of Measure	Unit Cost
U1	Carpet Extraction	per square foot	

Line Item	Description	Unit of Measure	Unit Cost
U2	Strip and Refinish Floors	per square foot	
U3	Wash/Shampoo Furniture	per hour	
U4	Wash Interior Windows	per square foot	
U5	Wash Exterior Windows	per square foot	

SPECIAL PROJECT WORK OR ON-DEMAND WORK

The County may require service within the capabilities of a qualified janitorial services company at any time during this contract. When that need arises the County will meet with the Contractor to agree on a scope of work and confirm in writing. A separate authorization will be issued once the Contractor's written proposal is accepted. The Contractor's cost will be based on the following hourly rate and percentage mark up (above invoice), on materials used. Contractor owned equipment will be per the Contractors actual rental rates as presented and reviewed by the County. Vendor equipment rental rates will be per the accepted rental schedule as presented and reviewed by the County.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
U4	Hourly Labor Rate per Employee	1	per Hour		

Special Project Work - continued

Line Item	Description	Unit of Measure	Percentage
U5	% Mark-up on Materials	Percent above Cost	
U6	% Mark-up on Outside Vendor Rented Equipment	Percent above Cost	