

AGREEMENT  
BETWEEN THE COUNTY OF ALBANY  
AND NEW YORK STATE INDUSTRIES FOR THE DISABLED, INC.

For Custodial/Janitorial Services to be  
Rendered at the Albany County Family Court Building  
**Resolution No. 435 of 2017**

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation organized under the laws of the State of New York, acting by and through its County Executive, with a principal office located at the Albany County Office Building, 112 State Street, Albany, New York 12207 (hereinafter, the "County"), and New York State Industries for the Disabled, Inc., a corporation authorized to do business in the State of New York, with its principal office located at 11 Columbia Circle Drive, Albany, New York 12208 (hereinafter, the "Contractor").

W I T N E S S E T H:

WHEREAS, the County has heretofore requested quotes for custodial/janitorial services to be rendered at the Albany County Judicial Center; and

WHEREAS, the Albany County Purchasing Division (hereinafter called "Purchasing Division") issued a Request for Proposal for Custodial and Janitorial Services, said request having been designated RFB #2017-068, and

WHEREAS, in response thereto, Contractor has submitted a quote to render the requested services, that being the lowest responsible quote submitted on August 24, 2017; and

WHEREAS, the Albany County Legislature has authorized the County Executive through **Resolution No. 435 of 2017** to enter in to an agreement with the Contractor for the performance of janitorial services at the Albany County Family Court building in an amount not to exceed \$392,925.00 for a term commencing January 1, 2018 and continuing until December 31, 2020;<sup>1</sup> and

WHEREAS, in furtherance thereof, the parties hereto desire to formalize their understanding and agreement regarding the provision of the aforementioned services, and to execute a fully-integrated agreement with respect thereto;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

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<sup>1</sup> Resolution No. 435 of 2017 contains a typographical error. This Agreement is intended by both Parties to commence on January 1, 2018 and conclude on December 31, 2020, with two (2), one (1) year renewals for both the Judicial Center and the Family Court.

## ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

- 1.1. The Contract Documents consist of the following: this Agreement, and the RFB, which is incorporated herein and made a part hereof by reference.
- 1.2. In the event of any discrepancy, disagreement, or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFP, 3) the Bid.

## ARTICLE 2. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR

During the term of this Agreement, Contractor shall perform the custodial services and provide the necessary materials as described in the contract documents pursuant to its Agreement. These services are particularized in the Contractor's Specifications, attached hereto at Schedule A and made a part hereof.

## ARTICLE 3. COMPENSATION

- 3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Contractor agrees to accept an amount not to exceed THREE HUNDRED NINETY TWO THOUSAND, NINE HUNDRED AND TWENTY-FIVE AND 00/100 DOLLARS (\$392,925.00) (US currency) as full compensation for all goods and services rendered under this Agreement.
- 3.2 The County is not subject to federal, state or local taxes.

## ARTICLE 4. PAYMENT

Payment shall be made to the Contractor by the County on a monthly basis upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the Department of General Services, and acceptance by the County of the claim form.

## ARTICLE 5. TERM OF THE AGREEMENT

The term of this Agreement shall commence upon January 1, 2018 and continue in effect until December 31, 2020. At the end of this initial period, the Parties may, by mutual agreement, renew the contract for an additional for a total of two (2) additional one year terms, with the same compensation and pricing described in the Contractor's Bid.

## ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Contractor, the Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute Contractor to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute Contractor.

## ARTICLE 7. PROHIBITION OF CONTRACT ASSIGNMENT

7.1 Pursuant to §109 of the General Municipal Law, the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of its right, title or interest therein, to any other person or entity without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

## ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

## ARTICLE 9. COOPERATION

Contractor shall cooperate with the agents, representatives and employees of the County and the County shall cooperate with the agents, representatives and employees of the Contractor to ensure that the work delineated herein proceeds and concludes as expeditiously as possible.

## ARTICLE 10. PREVAILING WAGE

The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. Labor Law, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. Labor Law Section 220 [3-a]a.

## ARTICLE 11. NON-DISCRIMINATION

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

## ARTICLE 12. COMPLIANCE WITH MACBRIDE PRINCIPLES

Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under § 4 of the said Local Law No. 3 for 1993 including, but not limited to, imposing sanctions, enforcing compliance, recovering damages, declaring the Contractor in default, and/or seeking debarment or suspension of the Contractor.

## ARTICLE 13. IRANIAN ENERGY SECTOR DIVESTMENT

Contractor hereby represents that Contractor is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment," in that Contractor has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

## ARTICLE 14. RELATIONSHIP OF THE PARTIES

Contractor is, and will function as, an independent Contractor under the terms of this Agreement, and shall not be considered an agent or employee of the County for any purpose. The agents, representatives and employees of the Contractor shall not in any manner be, or be held out to be, the agents, representatives or employees of the County.

## ARTICLE 15. INDEMNIFICATION

Contractor shall defend, indemnify and save harmless the County, its agents representatives and employees, from and against any and all claims, damages, losses and expenses (including, but not limited to, reasonable attorney's fees) arising out of or in consequence of any negligent or intentional act or omission of the Contractor, its agents or employees, to the extent of its or their responsibility for such claims, damages, losses or expenses.

## ARTICLE 16. INSURANCE COVERAGE

- 16.1 Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule B attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.
- 16.2 Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the

requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued Contractor. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

- 16.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. Workers' Compensation Law. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. Workers' Compensation Law and of Schedule B of this Agreement.

#### ARTICLE 17. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

In compliance with New York State Labor Law Sec. 220-h all laborers, workers and mechanics employed in the performance of the work of this Agreement either by Contractor, sub-Contractor or other person doing or contracting to do the whole or part of the work herein described, shall be certified prior to performing any work as having successfully completed a course in construction safety and health approved by the U.S. Dept. of Labor OSHA that is at least ten hours in duration.

#### ARTICLE 18. NON-COLLUSIVE BIDDING

By execution of this Agreement, Contractor warrants, under penalty of perjury, that to the best of knowledge and belief; the prices communicated to the County in establishing the costs of goods and services covered in this Agreement have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition. Contractor warrants that it is in compliance with NYS General Municipal Law Sec. 103-d with regard to the prices of goods and services covered in this Agreement.

#### ARTICLE 19. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

## ARTICLE 20. ACCOUNTING RECORDS

- 20.1 Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.
- 20.2 Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.
- 20.3 Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.

## ARTICLE 21. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

## ARTICLE 22. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

## ARTICLE 23. EXTRA WORK

If the Contractor is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Contractor shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and whether or not it constitutes extra work. In the event the County determines such

work does constitute extra work, it shall provide extra compensation to the Contractor on a negotiated basis.

#### ARTICLE 24. CHANGE IN LEGAL STATUS OR DISSOLUTION

During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.

#### ARTICLE 25. LICENSES

The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

#### ARTICLE 26. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

#### ARTICLE 27. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of the Agreement or in any way to modify, amend or affect the provisions hereof.

#### ARTICLE 28. NOTICES

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

#### ARTICLE 29. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.



ARTICLE 30. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and no representations or promises have been made except as expressly set forth herein.

ARTICLE 31. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 32. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) hereunder set forth.

DATED: 9/12/18

COUNTY OF ALBANY

BY: [Signature]  
Daniel P. McCoy  
Albany County Executive  
or  
Philip F. Calderone  
Deputy County Executive

NEW YORK STATE INDUSTRIES  
FOR THE DISABLED, INC.

DATED: 9/24/2018

BY: [Signature]  
Brian Schneider  
VP, Contract Administration

STATE OF NEW YORK )  
COUNTY OF ALBANY ) SS.:

On the \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, personally appeared Daniel P. McCoy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW YORK )  
COUNTY OF ALBANY ) SS.:

On the 11 day of October, 2017, before me, the undersigned, personally appeared Philip F. Calderone personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
NOTARY PUBLIC

MICHAEL A. LALLI  
NOTARY PUBLIC - STATE OF NEW YORK  
No. 01LA6322012  
Qualified in Albany County  
My Commission Expires March 30, 2019

STATE OF NEW YORK )  
COUNTY OF Albany ) SS.: ALBANY

On the 24 day of September, 2017, before me, the undersigned, personally appeared Brian Schneider personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
NOTARY PUBLIC

DONNA M WITKO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01WI5081182  
Qualified in Albany County  
My Commission Expires September 29, 2021

SCHEDULE A  
CONTRACTOR'S SPECIFICATIONS



Office of  
General Services

ANDREW M. CUOMO  
Governor

ROANN M. DESTITO  
Commissioner

*Delivered via e-mail*

October 3, 2018

Mr. Brian Schneider  
Vice President, Contract Administration  
New York State Industries for the Disabled  
11 Columbia Circle Drive  
Albany, New York 12203

Re: Application #2377: Albany County – Janitorial, Graffiti Removal, Window Blind Cleaning, Floor Maintenance, and Carpet Cleaning Services, at the Family Court, 30 Clinton Ave., Albany, NY 12207  
Member Agency: Second Chance Opportunities, Inc.

Dear Mr. Schneider:

In response to your application received on September 17, 2018, and revised on September 28, 2018 we are approving the pricing proposed by Second Chance Opportunities, Inc., 255 Orange St., Albany, NY 12203 through the New York State Industries for the Disabled. This Contract is let by Albany County, 112 State St., Albany, NY 12207. The pricing is reasonable and approval is made in accordance with Section 162 of the New York State Finance Law.

NYSID and Albany County are advised that this office has not reviewed the Contract terms and conditions of the existing agreement between the parties and has made no determination with regard to the necessity and appropriateness of the provisions of this Contract.

Approval Terms:

1. Janitorial, Graffiti Removal, Window Blind Cleaning, Floor Maintenance, and Carpet Cleaning Services to be performed at the Family Court, 30 Clinton Ave., Albany, NY 12207 as specified.
2. Proposed Price: Total estimated contract price, including optional extensions, is \$662,413.06 based on:  
Year 1: \$126,117.52  
Year 2: \$129,568.05  
Year 3: \$135,575.83  
Year 4 (Optional Extension): \$135,575.83  
Year 5 (Optional Extension): \$135,575.83  
Total Direct Labor Hours – 5,960.80/1,950 = 3.06 FTEs  
Total Direct Disabled Labor Hours – 5,960.80/1,950 = 3.06 FTEs  
The Direct Disabled Labor Ratio is 100%
3. New Term: Three years from date of contract execution with two one-year renewal options

Future increases to Prevailing Wages and Benefits will be determined and become effective as published by the NYS Department of Labor.

This letter serves notice to Albany County that the New York State Office of General Services approves the pricing for this Contract.

Sincerely,

John Normie, Assistant Director of Intergovernmental Relations  
NYS OGS Preferred Source Team

TO: Brian Schneider  
DATE October 3, 2018

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Cc: S. Carroll OGS  
S. Filburn OGS  
J. Dorsman OGS  
J. Messina NYSID  
M. Hartman NYSID  
R. Nadal NYSID  
P. O'Neil Albany County  
K. Storm Albany County

## SCHEDULE B

### INSURANCE COVERAGE

Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000

Professional Liability Insurance: A policy or policies of professional liability insurance with limits not less than \$1,000,000 per occurrence.

**Albany County  
Department of General Services**

**REQUEST FOR BID  
FOR CUSTODIAL/JANITORIAL SERVICES  
BID #2017-068**

**SPECIFICATIONS**

**PURPOSE**

Albany County is requesting sealed bids from qualified organizations to furnish complete custodial services, further described in this RFB.

**Buildings**

Albany County Judicial Center	76,066 Square Feet
6 Lodge Street	
Albany, NY 12207	

and

Albany County Family Court	83,595 Square Feet
30 Clinton Avenue	
Albany, NY 12207	

**SCOPE OF WORK**

Contractor shall provide management, supervision, labor, materials, supplies, and equipment and shall plan, schedule, coordinate, and assure effective performance of all services. Contractor will supply all kitchen and bathroom supplies. All supplies costs shall be included in the monthly cleaning fee. All services shall be provided in accordance with the standards, frequencies and durations described in the attached Rules of the Chief Judge (hereinafter "OCA Standards") "Exhibit 1"

Contractor shall also provide a day porter at each building (Monday thru Friday, 8:00 AM to 4:00 PM) to ensure that the bathrooms are kept cleaned and filled with the appropriate supplies. Also perform various cleaning tasks as requested by management.

In addition, every two months the contractor will shampoo the large Jury Assembly area located on the first floor room 108.

## **PROTECTION OF FACILITY**

Contractor shall protect the facility and its contents from damage resulting from his work and shall be held responsible to repair or replace such without any additional costs to the County.

## **Work Schedule**

Monday through Friday except for County holidays, and the daily work schedule can not start earlier than 5:00 PM.

Current Albany County holidays are:

New Year's Day	Columbus Day
Martin Luther King Day	Election Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

## **CONTRACTOR'S EMPLOYEES**

There shall be no subcontracting or independent contracting of the contracted work in whole or in part. All employees performing contracted work shall be direct employees of the contractor.

Contractor shall ensure that all employees are capable employees, experienced and trained, capable of demonstrating adequate knowledge of chemicals, tools, equipment, techniques and cleaning standards required to completely perform the work outlined in the attached OCA Standards.

Contractor shall furnish a working supervisor to oversee personnel performing contract services and ensure the satisfactory performance of work.

Contractor's personnel shall not smoke within the County facility. Contractor's personnel also shall not possess alcohol or illicit drugs on County property, nor shall they report to work under the influence of alcohol or drugs.

Contractor personnel shall not permit friends, relatives, or others not performing services under this contract to visit, accompany, or otherwise interact with them while at the work site. Contractor's personnel shall refrain from using the County's telecommunications equipment, photocopiers, or other equipment not necessary to the completing of assigned duties.

Contractor's personnel shall not open desk drawers, file cabinets, or other office file storage areas, nor shall they read, copy, alter, or otherwise tamper with any papers, books, files, or other material as may be found in or around office areas.

Any of the following actions by the Contractor's employees shall be cause for excluding that employee from performing any duties at the County facility:



- Employee enters any portion of a building in which his/her presence is not required by his/her work.
- Lacking ID badge.
- Using any telephone except those designated for Contractor's use.
- Sitting on furniture in the office areas.
- Using any office equipment or supplies.
- Opening any drawers, cabinets, files, etc. or reading or removing any letters, documents, or similar materials.
- Continuing to engage in any loud, boisterous or un-workmanlike conduct after being cautioned that such conduct is not acceptable.
- Using any personal equipment such as radios, calculators, coffee pots, etc. belonging to the building or its occupants.
- The taking of food or drinks from refrigerators or rest areas, or removal of any item not belonging to Contractor's employees.
- Use of television sets, regardless of their locations within the building.

All VENDOR employees will be thoroughly screened by the COUNTY prior to commencing work at the facility. The COUNTY will have the sole right, at any time, to reject any such employee who, in the COUNTY'S judgment, poses a risk or potential risk to the security or operations of the facility. Persons not previously screened for admittance will not be admitted to the facility without proper notification by the VENDOR and authorization from the COUNTY.

### **EMPLOYEE IDENTIFICATION AND BUILDING ACCESS**

Identification badges shall be furnished by the Contractor and worn by all employees while on County property. The identification badge shall have the employee's picture, name, signature, as well as the Contractor's name and the words "Custodial Services".

Access to and out of the building by the Contractor's employees shall be as directed by the specific requirements for the facility.

### **BUILDING SECURITY**

Except during normal operating hours of the facility, all entrances shall be kept locked while the Contractor's employees are in the building. All doors shall be locked, lights turned off, and security systems activated by the Contractor's employees after completion of services, unless otherwise specified by the County.

### **KEY CONTROL**

Contractor shall establish and implement methods of ensuring that keys/access-cards issued to the Contractor by the County are not lost or misplaced, and are not used by unauthorized persons. No key/access-card issued to the Contractor shall be duplicated.

Contractor shall report the lost or stolen key/access-card to the County no later than the next working day.

At the end of the contract period, the Contractor shall be responsible for the return of all keys/access-cards to the County.

## **UTILITIES**

Contractor shall be responsible for instructing employees in utility conservation practices, and shall operate in such a manner that precludes the waste of utilities including but limited to the following:

- Lights shall be used only in areas where, and at the time when, work is actually being performed. Upon completion of work in an area, lights shall be turned off.
- Employees shall not adjust any mechanical control equipment for heating, ventilation and air conditioning.

## **SAFETY**

Contractor shall operate within the guidelines set forth by OSHA, which affect custodial and housekeeping operation, including all regulations regarding the labeling of all materials and supplies.

Contractor shall be responsible for instructing his personnel in the appropriate safety measures and shall not permit them to place equipment in traffic lanes or other locations that could create a safety hazard.

Caution signs are to be displayed during all operations involving liquids on floor surfaces or other circumstances that create a condition of slippery floors.

## **EQUIPMENT AND MATERIAL STORAGE**

The County will provide areas within the facility for material and equipment storage. The storage areas are to be kept clean and orderly, odor and trash free at all times.

## **SUPERVISION**

The Contractor shall have on site a supervisor who is responsible for the overall coordination of work, and act as the central point of contact with the Department of General Services. The supervisor shall be on site at all times during working hours.

## **QUALITY CONTROL/QUALITY ASSURANCE**

Contractor shall establish a complete quality control/quality assurance program to assure that the requirements of the contract are in full compliance. The program should include, but not limited to the following:

- An inspection system covering all services by the Contractor's management and it must include all areas of the facility on either a scheduled or unscheduled basis.
- A file of all inspections conducted by management and when necessary the corrective actions taken. This documentation shall be made available to the County on a requested basis.

## **INSPECTIONS**

In order to monitor the quality of work performed and for assurance of full compliance with the OCA Standard, the State of New York – Unified Court System will conduct quarterly inspections for the purpose of rating the cleaning services. The rating categories are Adequate, Marginal and Inadequate and it will be the Contractor's mission to achieve and maintain Adequate Ratings for the duration of the contract period.

Ratings of marginal or inadequate require the Contactor to immediately perform the services in accordance with the contract.

Three or more overall ratings of inadequate within a 12 month period will result in a recommendation for termination of the contract.

## **SUPPLIES AND PAPER PRODUCTS**

Contractor shall furnish all supplies, paper products, and equipment, necessary for the work of this contract. The County does not intend to furnish anything. Contractor must furnish paper supplies and products that fit the County's standardized dispensers. County will furnish replacement dispensers as necessary when notified by the vendor.

All costs for supplies, paper products, kitchen products and bathroom products are to be included in the monthly cleaning charge. As part of the County's effort to purchase environmentally preferable products and to address certain environmental and health concerns associated with some cleaning products, the County requires the use of environmentally preferable cleaning products be used in this facility. Please refer to the Governor's Executive Order No. 134 for guidance (Attached). "Exhibit 2"

No supplies shall be used that the County determines may be harmful to the surfaces to which applied or to any other part of the building, their occupants, contents, or equipment. All containers for cleaning compounds shall be properly labeled as to contents and usage. Contractor will provide Material Safety Data Sheets for all supplies used.

## **CONTRACT DURATION**

The contract will be issued for a three (3) year period with the option to renew for a total of two (2) additional one year terms, based on a mutual agreement between the County and Contractor. Contractor is to provide the contract cost for all five years.

## **PAYMENT TO CONTRACTOR**

Payment on this contract will be once a month. Contractor is to provide a signed County claim form with their billing invoice.

RFB-2017-068 Custodial/Janitorial Services		
<b>Albany County Judicial Center, 6 Lodge Street</b>		
Contractor to provide all cleaning services and supplies as described in detailed specifications		
	<b>Monthly Cost</b>	<b>Total Annual Cost</b>
		(Monthly Cost X 12)
Year 1	\$ 10,142.15	\$ 121,705.80
Year 2	\$ 10,478.29	\$ 125,739.48
Year 3	\$ 10,980.44	\$ 131,765.28
Year 4 (Renewal Option)	\$ 10,980.44	\$ 131,765.28
Year 5 (Renewal Option)	\$ 10,980.44	\$ 131,765.28
*All prices are subject to increase with any applicable Prevailing Wage		
Schedule adjustment released by NY State DOL.		
<b>Albany County Family Court Building, 30 Clinton Ave</b>		
Contractor to provide all cleaning services and supplies as described in detailed specifications		
	<b>Monthly Cost</b>	<b>Total Annual Cost</b>
		(Monthly Cost X 12)
Year 1	\$ 10,509.81	\$ 126,117.52
Year 2	\$ 10,860.05	\$ 130,320.60
Year 3	\$ 11,373.89	\$ 136,486.68
Year 4 (Renewal Option)	\$ 11,373.89	\$ 136,486.68
Year 5 (Renewal Option)	\$ 11,373.89	\$ 136,486.68
*All prices are subject to increase with any applicable Prevailing Wage		
Schedule adjustment released by NY State DOL.		
<b>Steadman Building</b>		
Contractor to provide all cleaning services and supplies as described in detailed specifications		

	Monthly Cost	Total Annual Cost (Monthly Cost X 12)
Year 1	\$ 330.00	\$ 3,960.00
Year 2	\$ 345.05	\$ 4,140.60
Year 3	\$ 358.09	\$ 4,297.08
Year 4 (Renewal Option)	\$ 358.09	\$ 4,297.08
Year 5 (Renewal Option)	\$ 358.09	\$ 4,297.08
*All prices are subject to increase with any applicable Prevailing Wage Schedule adjustment released by NY State DOL.		

# **Frequency Cleaning Schedules**

**The abbreviations for the frequency standards are:**

**D = daily**

**D/2 = twice daily**

**W = weekly**

**M/2 = twice monthly**

**M = monthly**

**Q = quarterly**

**S/A = semi-annually**

**A = annually**

**A/R = as required / requested**

# 1. GROUNDS & BUILDINGS ENTRIES

FREQUENCY SCHEDULE

	D/2	D	W	M/2	M	Q	S/A	A	A/R
Police Area (B)	X								
Clean Lobby Entry-Glass			X						
Clean Bright Work Metal						X			
Sweep Outside Entryways	X								
Sweep Steps	X								
Sweep Landings	X								
Empty Litter Containers	X								
Check/Clean Catchbasins & Drains		X							
Check/Report On Insect/Rodent Control		X							
Check/Report Erosion				X					
Check/Report Quality of									
Maintenance in Landscaped Areas				X					
Check/Report Deteriorated Surfaces				X					
Maintain Snow Free Entryways									X
Maintain Clear Passage for Public									X
Maintain Clear Passage for Prisoners									X
Hose and Scrub Down Exterior Entry Areas					X				
Report Any Damage or Hazards (A)		X							
* Painting									X
**Graffiti									X

Turn Off Lights When Appropriate

(A) Clean and Rectify Problem

(B) Free of Discarded Materials and Trash

## 2. MAIN/ENTRANCE/LOBBIES

Public Waiting Area(s)  
Alcoves - Candy Stand  
Telephone Area  
Elevator Lobbies

FREQUENCY SCHEDULE

	D/2	D	W	M/2	M	Q	S/A	A	A/R
Unlock and Lock Areas		X							
Check & Close Windows		X							
Remove Cobwebs			X						
Police Area (B)	X								
Empty & Clean Waste Containers	X								
Empty & Clean Ash Receivers	X								
* Dust High Ceiling & Walls							X		
* Dust Light Fixtures							X		
* Dust Wall & Decorations							X		
* Dust/Clean & Arrange Furniture							X		
* Dust Window Sills, Doors & Frames			X						
* Dust & Adjust Window Blinds/Shades			X						
* Dust Radiators & Covers			X						
* Dust Mop/Sweep Floors		X							
Clean Floors & Remove Stains		X							
Spray Buff Floors (1)			X						
Strip & Refinish Floors								X	
Spot Clean Walls & Partitions			X						
Spot Clean Glass, Doors & Frames			X						
Clean/Polish Metal (Brass, etc.)					X				
Clean/Polish & Arrange Furniture							X		
Clean & Sanitize Drinking Fountains	X								
Clean Door Saddles			X						
Clean Floor Mats/Runners		X							
Wash/Clean & Adjust Blinds/Shades								X	
Wash Walls & Partitions								X	
Wash Glass, Doors & Frames							X		
Report Any Damage Or Hazards (A)		X							

Turn Off Lights When Appropriate

(A) Clean and Rectify Problem  
(B) Free of Discarded Materials and Trash

(1) Includes: Sweep, Damp Mop, Spray Buff and Dry Mop  
\* Dust - Utilize Treated Cloths/Mops



### 3. CIRCULATION PUBLIC SPACE

Hallways - Passageways  
Corridors-Vestibules  
Alcove-Lobbies

FREQUENCY SCHEDULE

	D/2	D	W	M/2	M	Q	S/A	A	A/R
Check & Close Windows		X							
Remove Cobwebs			X						
Police Area(s) (B)		X							
Empty & Clean / Waste Containers		X							
Empty & Clean Ash Receivers		X							
* Dust High Ceiling & Walls							X		
* Dust Light Fixtures							X		
* Dust Walls, & Decorations & Cabinets							X		
* Dust/Clean & Arrange Furniture							X		
* Dust Window Sills, Doors & Frames			X						
* Dust & Adjust Windows Blinds/Shades			X						
* Dust Radiators & Covers			X						
* Dust Mop/Sweep Floors		X							
Clean Floors & Remove Stains		X							
Spray Buff Floors (1)			X						
Strip & Refinish Floors								X	
Spot Clean Walls & Partitions			X						
Spot Clean Glass, Doors & Frames			X						
Clean/Polish (Brass, etc.)		X							
Clean/Polish & Arrange Furniture					X				
Clean/Sanitize Drinking Fountains		X							
Clean Door Saddles			X						
Clean Floor Mats/Runners		X							
Wash/Clean & Adjust Blinds/Shades								X	
Wash Walls & Partitions								X	
Wash Glass, Doors & Frames							X		
Wash Windows, Exterior/Interior							X		
Report Any Damage or Hazards (A)		X							

Turn Off Lights When Appropriate

(A) Clean and Rectify Problem

(B) Free of Discarded Materials and Trash

(1) Includes: Sweep, Damp Mop, Spray Buff and Dry Mop

\* Dust - Utilize Treated Cloths/Mops

## 4. STAIRS AND LANDINGS

FREQUENCY SCHEDULE

Check & Close Windows

Check & Report Inoperative Hardware

Check & Report Missing/Broken Fire Apparatus

Check & Report Inoperative Doors

Check & Report Missing Signage

Police Area (B)

\* Dust Windows, Frames & Ledges

\* Dust Doors, Frames & Handrails

\* Dust Fire Apparatus & Vents

\* Dust Light Fixtures

Sweep Landings, Steps & Risers

Damp Wipe Surfaces to Door Height

Mop Landings, Steps & Risers

Wash & Dry all Metal Surfaces

Report Missing/Broken Fire Apparatus

Report Any Damage or Hazards (A)

D/2	D	W	M/2	M	Q	S/A	A	A/R
	X							
	X							
	X							
	X							
	X							
	X							
			X					
			X					
			X					
						X		
		X						
					X			
			X					
						X		
	X							
	X							

(A) Clean and Rectify Problem

(B) Free of Discarded Materials and Trash

\* Dust - Utilize Treated Cloths/Mops

## 5. ELEVATORS / ESCALATORS (1)

FREQUENCY SCHEDULE

Check & Report Bad Indicator Lamps  
 Check & Report Any Malfunction  
 Police Elevator ( Cab & Area (B)  
 \* Dust Light Fixtures  
 \* Dust Ventilation Ducts/Fan Grills  
 \*Dust Elevator Cab & Doors  
 \* Dust Mop Floor  
 \* Spot Clean Elevator Cab & Doors  
 Clean Floor  
 Clean, Wax, Polish Panels & Walls  
 Clean Door Tracks  
 Wipe, Clean Elevator Hatch Doors  
 Buff Finish Floor  
 Vacuum/Carpet and Spot Clean  
 Shampoo Carpet  
 Report Any Damage or Hazards (A)

D/2	D	W	M/2	M	Q	S/A	A	A/R
	X							
	X							
				X				
				X				
				X				
	X							
	X							
	X							
				X				
	X							
								X
		X						
	X							
								X
X								

(A) Clean and Rectify Problem

(B) Free of Discarded Materials and Trash

(1) Clean Exposed Surfaces of Treads, Risers and Landings. Polish Bright Metal Surfaces Daily

\* Dust - Utilize Treated Cloths/Mops

## 6. PUBLIC TOILETS

Jury Assembly Room Toilets

Jurors/Public

Toilets - Washrooms

Lavatories - Powder Rooms

FREQUENCY SCHEDULE

Lock/Unlock Area  
 Check & Close Windows  
 Remove Cobwebs  
 Police Area (B)  
 Empty Waste Containers  
 \* Dust Spot Clean Ceilings  
 Clean Walls and Disinfect  
 Clean Floors  
 Clean Mirrors  
 Clean Sinks, Urinals & Water Closets  
 Clean Tile Walls  
 Clean Toilet Stalls/Partitions  
 Clean & Shine Chrome  
 Clean Light Fixtures  
 Clean Exhaust Vents  
 Clean Painted Doors & Frames  
 Resupply Paper, Soap & Hygiene Products  
 Report Any Damage or Hazards (A)

D/2	D	W	M/2	M	Q	S/A	A	A/R
	X							
	X							
				X				
X								
X								
				X				
		X						
	X							
	X							
	X							
		X						
		X						
	X							
				X				
				X				
		X						
X								
X								

REPORT DRIPPING/RUNNING WATER

(A) Clean and Rectify Problem

(B) Free of Discarded Materials and Trash

\* Dust - Utilize Treated Cloths/Mops

## 7. EMPLOYEE TOILETS

Toilets - Washrooms

Lavatories - Powder Rooms

Lock/Unlock Area

Check & Close Windows

Remove Cobwebs

Police Area (B)

Empty Waste Containers

\* Dust & Spot Clean Ceilings

Clean Walls and Disinfect

Clean Floors

Clean Mirrors

Clean Sinks, Urinals & Water Closets

Clean Tile Walls

Clean Toilet Stalls/Partitions

Clean & Shine Chrome

Clean Light Fixtures

Clean Exhaust Vents

Clean Painted Doors & Frames

Resupply Paper, Soap & Hygiene Products

Report Any Damage or Hazards (A)

FREQUENCY SCHEDULE

D/2	D	W	M/2	M	Q	S/A	A	A/R
	X							
	X							
				X				
	X							
X								
				X				
		X						
	X							
	X							
	X							
		X						
		X						
	X							
				X				
				X				
		X						
X								
X								

REPORT DRIPPING/RUNNING WATER

(A) Clean and Rectify Problem

(B) Free of Discarded Materials and Trash

- Dust - Utilize Treated Cloths/Mops

## 8. PRIVATE TOILETS

Jury Deliberation Room Toilet

Judges - Washrooms

Lavatories - Powder Rooms

FREQUENCY SCHEDULE

	D/2	D	W	M/2	M	Q	S/A	A	A/R
Lock & Unlock Area		X							
Check & Close Windows		X							
Police Area (B)		X							
Empty Waste Containers		X							
* Dust & Spot Clean Ceilings					X				
Clean Walls and Disinfect			X						
Clean Floors		X							
Clean Sink & Fixture		X							
Clean Mirror		X							
Clean Tile Walls			X						
Clean & Shine Chrome		X							
Clean Light Fixtures					X				
Clean Exhaust Vents					X				
Resupply Paper & Soap Products		X							
Report Any Damage or Hazards (A)		X							

REPORT DRIPPING/RUNNING WATER

(A) Clean and Rectify Problem

(B) Free of Discarded Materials and Trash

- \* Dust - Utilize Treated Cloths/Mops

Interpreters  
Clerks, Transcribers  
Court Reporters, Security  
Office, File/Storage

### FREQUENCY SCHEDULE

	D/2	D	W	M/2	M	Q	S/A	A	A/R
Lock/Unlock Areas		X							
Check & Close Windows		X							
Remove Cobwebs					X				
Empty & Clean Waste Containers		X							
Empty & Clean Ash Receivers		X							
*Dust High Ceiling & Walls							X		
*Dust Light Fixtures							X		
*Dust Walls, Decorations & Cabinets						X			
*Dust/Clean & Arrange Furniture							X		
*Dust Window Sills, Doors & Frames			X						
*Dust & Adjust Window Blinds/Shades			X						
*Dust Radiators & Covers			X						
*Dust Mop/Sweep Floors		X							
Spray Buff Floors (1)					X				
Strip & Refinish Floors							X		
Spot Clean Walls & Partitions					X				
Spot Clean Glass, Doors & Frames			X						
Clean/Polish & Arrange Furniture							X		
Clean Door Saddles			X						
Wash/Clean & Adjust Blinds/Shades								X	
Wash Walls & Partitions								X	
Wash Glass, Doors & Frames							X		
Report any Damage or Hazards (A)		X							

Turn Off Lights When Appropriate

(1) Includes: Sweep, Damp Mop, Spray Buff and Dry Mop

### (A) Clean and Rectify Problem

- \* Dust - Utilize Treated Cloths/Mops

- Vacuum Carpet/Rugs
- Vacuum Upholstered Furniture
- Vacuum Drapes
- Shampoo Carpet/Rugs

		X						
						X		
						X		
							X	

## SCHEDULE B

### INSURANCE COVERAGE

Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000

Professional Liability Insurance: A policy or policies of professional liability insurance with limits not less than \$1,000,000 per occurrence.