



**Westchester
Medical Center**

Westchester Medical Center Health Network

INVITATION FOR BIDS

CONTRACT # 2854

BID SPECIFICATIONS

**FOR COMPREHENSIVE WINDOW
CLEANING SERVICES &
PRESSURE WASHING/BUILDING
FAÇADE CLEANING SERVICES**

FOR

MIDHUDSON REGIONAL HOSPITAL OF WMC
WESTCHESTER MEDICAL CENTER

POUGHKEEPSIE, NEW YORK
VALHALLA, NEW YORK

AND ADDITIONAL SCOPES OF SERVICES FOR:

BON SECOURS COMMUNITY HOSPITAL
GOOD SAMARITAN HOSPITAL
HEALTH ALLIANCE HOSPITAL
HUDSON VALLEY PROPERTY HOLDINGS
MIDHUDSON EARLY EDUCATION CENTER
ST. ANTHONY'S COMMUNITY HOSPITAL

PORT JERVIS, NEW YORK
SUFFERN, NEW YORK
KINGSTON, NEW YORK
POUGHKEEPSIE, NEW YORK
POUGHKEEPSIE, NEW YORK
WARWICK, NEW YORK

BID DATE: April 19, 2022

NOTICE TO CONTRACTORS

CONTRACT NO. 2854

FOR

**COMPREHENSIVE WINDOW CLEANING SERVICES &
BUILDING FAÇADE CLEANING SERVICES**

AT

WESTCHESTER MEDICAL CENTER, VALHALLA, NY

AND

MIDHUDSON REGIONAL HOSPITAL OF

WESTCHESTER MEDICAL CENTER, POUGHKEEPSIE, NEW YORK

WITH ADDITIONAL SCOPES OF SERVICES FOR

BON SECOURS CHARITY HEALTH SYSTEM, ROCKLAND COUNTY, NY

&

HEALTH ALLIANCE OF THE HUDSON VALLEY, KINGSTON, NY

Westchester County Health Care Corporation, a New York State public benefit corporation (“PBC”) organized and existing under the laws of the State of New York (the “Corporation and/or “WMC Health”), DBA WMC and MHRH (each as defined below), is issuing this this Invitation for Bids (“IFB”) for **COMPREHENSIVE WINDOW CLEANING SERVICES AND BUILDING FAÇADE CLEANING SERVICES** (each a “Service” and together, the “Services”) for the following entities/Sites: Westchester Medical Center, Valhalla, New York (“WMC”) and MidHudson Regional Hospital of Westchester Medical Center, Poughkeepsie, New York (“MHRH,” each, a “site”, and together with WMC, the “PBC Sites”). The agreement for each Service at the PBC Sites shall be awarded to the Bidder submitting the lowest responsible Bid for each Service at the PBC Sites. Bids submitted for the PBC Sites will be read aloud at a public bid opening on the bid date as further described in this IFB.

In addition, WMC Health will be accepting bids, pursuant to this IFB for the following entities/sites:

Bon Secours Charity Health Systems, Inc., on behalf of Bon Secours Community Hospital; Good Samaritan Hospital of Suffern, N.Y.; St. Anthony Community Hospital; Villa Frances at the Knolls, Inc. (DBA: Schervier Pavilion); St. Francis Center at the Knolls, Inc. (DBA: Mt. Alverno Center); HealthAlliance Hospital Mary’s Avenue Campus; Mid-Hudson Valley Early Education Center; and Hudson Valley Property Holdings, LLC; collectively the “Voluntary Sites”). The Voluntary Sites each constitute domestic not-for-profit corporations, except the Atrium Tower which is a for-profit entity. The agreement for each of the Services at the Voluntary Sites shall be awarded to the Bidder(s) submitting the Bid that presents the best value for each Voluntary Site as determined in its sole discretion. Bids for the Voluntary Sites are must be submitted on the Bid Date. However, bids submitted for the Voluntary Sites are not subject to public bid opening and will not be read aloud. The successful Bidder(s) for the Voluntary Sites will be notified by letter. A list of identifying each corporation, entity/site, as well as applicable facilities has been annexed hereto as see Schedule F, and forms a part hereof.

SEALED BIDS TO FURNISH COMPREHENSIVE WINDOW CLEANING SERVICES AND BUILDING FAÇADE CLEANING SERVICES FOR WMC HEALTH (both the PBC Sites and the Voluntary Sites”) will be received and accepted by the Westchester Medical Center (the “Corporation”), Taylor Pavilion Room C103 100 Woods Road, Valhalla, New York 10595 until **2:00 p.m., May 10, 2022**. Immediately thereafter, the bids submitted for the PBC Sites will be publicly opened and read aloud in the Taylor Care C1 wing Conference Room A. The successful Bidder(s) for the Voluntary Sites will be notified by letter. Copies of these Bid Specifications for Contract No. 2854 may be obtained upon request at the above address, after **10:00 a.m. on April 19, 2022** or via email to: **Andrew.Buccieri@wmchealth.org**.

The Designated Contact for the Invitation for Bids (“IFB”) is: Andrew Buccieri, Manager of Support Services. All requests for information must be made in writing and should be sent via e-mail to:

Andrew.Buccieri@wmchealth.org

In accordance with applicable law, please be advised that only the Designated Contact may discuss this IFB with potential or prospective Bidders.

Mandatory Bidders' conferences and walkthrough inspections of the Corporation's Sites will be held on the dates set forth in Section I.A.6.

The Corporation reserves all rights set forth in Section I of this IFB.

It is the Corporation's policy to encourage and support significant, meaningful participation by business enterprises owned and controlled by people of color and/or women (MBE/WBE), as well as Service Disable Veteran-Owned Business Enterprises (SDVOB) in contracts and projects funded by the Corporation.

SECTION I: INFORMATION FOR BIDDERS

A. INSTRUCTIONS FOR RESPONDING TO THIS BID SPECIFICATION:

1. Prospective bidders must read this entire document. The Bidder must complete all sections of this bid and sign where indicated.
2. Submission of this Bid represents acceptance of all terms, conditions and prices contained herein, including but not limited to the General Clauses which shall become part of the Agreement between the awarded Bidder and the Corporation.
3. **Unless otherwise expressly stated in this IFB all instructions, general clauses, and terms and conditions set forth in this IFB shall apply to both the PBC Sites and the Voluntary Sites.**
4. All awarded Agreements must be properly signed and executed prior to payment for any services performed. The Corporation will issue its own Agreement memorializing the terms contained herein and will not agree to sign any other document.
5. Locations. All Prospective bidders will submit Bids encompassing the facilities/services identified for the following locations (noting that 1 & 2 constitute the PCB Sites and all the rest are Voluntary Sites):

Site 1	Westchester Medical Center 100 Woods Road, Valhalla, NY 10595
Site 2	MidHudson Regional Hospital Of Westchester Medical Center 241 North Road, Poughkeepsie, NY 12601
Site 3	The Atrium Tower – Hudson Valley Property Holdings 241 North Road, Poughkeepsie, NY 12601
Site 4	Martha Lawrence 23 Spackenkill Road, Poughkeepsie, New York 12601
Site 5	Panichi Family Center 15 Hastings Drive, Beacon, New York 12508
Site 6	Good Samaritan Regional Medical Center 255 Lafayette Avenue, Suffern, NY 10901
Site 7	Bon Secours Community 160 E. Main Street, Port Jervis, NY 12771
Site 8	St. Anthony’s Community Hospital 15 Maple Avenue, Warwick, New York 10990
Site 9	Mt. Alverno Center 20 Grand Street, Warwick, New York 10990
Site 10	Schervier Pavilion 22 Van Duzer Place, Warwick, New York 10990
Site 11	Health Alliance 396 Broadway, Kingston, NY 12401
Site 12	Health Alliance 05 Mary’s Ave, Kingston, NY 12401

6. Bid Schedule:

Bid Release Date	April 18, 2022
Mandatory Walk-through – Site 1	April 25, 2022
Mandatory Walk-through – Sites 2 to 5, Sites 11 & 12	April 26, 2022
Mandatory Walk-through – Sites 6 to 10	April 27, 2022
Deadline for Submission of Questions	April 29, 2022
Release of Responses to Questions	May 4, 2022
Bid Submission	May 10, 2022
Bid Opening for PBC Sites	May 10, 2022
Notice of Award for Voluntary Sites	May 16, 2022

7. Submission of Written Questions: All questions or requests for clarification concerning the IFB shall be submitted via e-mail to the Designated Contact by **April 29, 2022 4:00 PM**. No questions or requests for clarification will be accepted by telephone. Questions submitted by vendors and all WMC responses will be distributed to all prospective bidders by **May 4, 2022 by 4:00PM**. All questions regarding the Specifications of this bid should be emailed to Andrew Buccieri at Andrew.Buccieri@wmchealth.org.
8. Complete ALL Bid Forms. Failure to properly fill out the sections of this document may and can lead to rejection of your company's bid. All Bidders must quote prices for the Services being requested in the placed and formats indicated.

You must complete ALL BID FORMS (i.e. Bid Forms B-1 to B-6 attached hereto). Bids that do not contain a signed original of the Bidder's Non Collusive Bidding Certificate, a signed original Disclosure of Prior Non-Responsibility Determinations Form, and a signed original State Finance Law Affirmation a **will be rejected**. All Bid Forms requiring a signature must be completed and signed by a corporate officer or principal of the Contractor.

9. Submission of Bids. COMPLETED BIDS MUST BE HAND DELIVERED OR SENT TO THE ADDRESS IDENTIFIED BELOW.

EACH BIDDER MUST SUBMIT BIDS FOR THE PBC SITES AND THE VOLUNTARY SITES IN TWO (2) SEPARATE ENVELOPES. BID ENVELOPES MUST CLEARLY STATE ON THE OUTSIDE OF THE ENVELOPE:

- NAME OF THE BIDDER
- EITHER "PBC SITE BIDS" OR "VOLUNTARY SITE BIDS" AS APPROPRIATE.
- THE CONTRACT NUMBER SET FORTH ON THIS BID SPECIFICATION
- THE BID DUE DATE

ALL COMPLETED BIDS MUST BE RECEIVED AND ACCEPTED AT THE CORPORATION'S SUPPORT SERVICES DEPARTMENT, AT 100 WOODS ROAD, VALHALLA, NEW YORK 10595 PRIOR TO 2:00 P.M. ON MAY 10, 2022. IMMEDIATELY THEREAFTER, THE BIDS SUBMITTED FOR THE PBC SITES WILL BE PUBLICLY OPENED AND READ ALOUD IN THE TAYLOR CARE CONFERENCE ROOM A.

Bids submitted for the Voluntary Sites are not subject to public bid opening and will not be read aloud on the bid opening date. The successful Bidder(s) for the Voluntary Sites shall be notified by letter.

THE CORPORATION IS NOT RESPONSIBLE FOR ANY INTERNAL OR EXTERNAL DELIVERY DELAYS THAT MAY CAUSE THE SUBJECT BID TO ARRIVE BEYOND 2:00 P.M. ON THE PRESCRIBED DATE, IN THE PRESCRIBED LOCATION. NO LATE OR VERBAL BIDS SHALL BE ACCEPTED.

B. DESIGNATED CONTACTS; BIDDER COMMUNICATION WITH CORPORATION

10. State Finance Law Sections 139-j and 139-k (the “Procurement Requirements”) restrict communications between the Corporation and vendors responding to this Invitation for Bids (“IFB”). **EXCEPT AS OUTLINED BELOW, FROM THE DATE THIS IFB ISSUED UNTIL THE TENTATIVE AWARD AND APPROVAL OF ANY CONTRACT (THE “RESTRICTED PERIOD”) ALL COMMUNICATIONS BETWEEN VENDORS AND THE CORPORATION REGARDING THIS IFB, MUST BE CONDUCTED ONLY WITH REPRESENTATIVES IDENTIFIED BY THE CORPORATION AS “DESIGNATED CONTACTS.”**

The Designated Contact for this IFB is:

Andrew Buccieri

Manager of Support Services
Westchester Medical Center
Taylor Care Pavilion C103
100 Woods Road
Valhalla, NY 10595

Andrew.Buccieri@wmchealth.org

11. A Bidder is restricted from making contacting representatives of the Corporation during the Restricted Period unless it is a contact that is included among certain statutory exceptions. Permissible Contacts include:
- (i) submission of written Bids;
 - (ii) submission of written questions to the designated contact when all written questions and responses are to be disseminated to all interested Bidders;
 - (iii) written complaints by a Bidder to the Corporation’s General Counsel regarding failure of Corporation staff to comply timely with the provisions of the Law;
 - (iv) participation in a bid conference or interviews;
 - (v) negotiations subsequent to tentative award;
 - (vi) review and debriefings of procurement awards; and
 - (vii) communications during bid complaints, protests or appeals.
12. The Corporation will record certain information about each time a Bidder contacts the Corporation during the Restricted Period. The Corporation will evaluate whether contacts by a Bidder during the Restricted Period were Permissible Contacts. This evaluation will be considered in connection with any determination of responsibility of the Bidder. Multiple violations of the rules described herein restricting communication between Bidders and the Corporation may result in prohibition of the Bidder from proposing on or obtaining governmental procurement contracts in the State of New York.

C. CONTRACTOR QUALIFICATIONS & DOCUMENT SUBMISSION

13. Contractor must provide with the Bid, profiles of at least four (4) personnel showing they are certified and/or authorized to service equipment covered under the contract, if applicable.
14. Contractor shall provide with the Bid, a listing of at least three (3) other customers for whom they currently provide the same or similar service in accounts of equal or greater size and complexity.
15. Contractor must maintain a principal service office within 50 miles for each respective site.
16. Contractor must submit accurate and complete information in response to this IFB. Failure of any Bidder to timely certify or to disclose accurate and complete information or the submission of any intentionally false or intentionally incomplete certification may result in the rejection of the Bid, any contract award or if a contract has been executed, the immediate termination of the contract.

D. CORPORATION RESERVATION OF RIGHTS

17. The Corporation in its sole discretion shall determine whether any irregularities contained in any Bid are minor in nature and susceptible of being waived or whether it is in the best interest of the Corporation to insist on strict compliance with the requirements of the IFB.
18. The Corporation reserves the right to enter into one or more Agreement(s) with multiple Bidders pursuant to this IFB, provided however, the successful Bidder and the contract awardee for each Service the PBC Sites shall be the lowest responsible bidder for each PBC Site.
19. The Corporation further reserves the right to take any or all of the below actions:
 - Reject any or all Bids or any portion thereof received in response to the IFB;
 - Withdraw the IFB at any time, at the Corporation's sole discretion;
 - Make a contract award to one Bidder for each Service at each PBC Site and different Bidders for any contract awarded for the Voluntary Sites/Services;
 - Award contracts to more than one Bidder with respect to the Voluntary Sites/Services;
 - Make an award under the IFB in whole or in part;
 - Pursue any or all of the Services described herein from alternate sources;
 - Disqualify a Bidder whose conduct and/or Bid fails to conform to the requirements of the IFB;
 - Seek clarifications and revisions of Bids;
 - Require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's Bid and/or to determine a Bidder's compliance with the IFB requirements;
 - Prior to the opening of Bids, amend the IFB specifications to correct errors or oversights, or to supply additional information about the services sought as such information becomes available;
 - Prior to the opening of Bids, direct Bidders to submit Bid modifications addressing subsequent amendments or addenda to the IFB;
 - Change any date set forth in this IFB;
 - Waive any informalities or any non-material requirements of the IFB;
 - Negotiate with the successful Bidder within the scope of the IFB in the best interests of the Corporation;
 - Require Bidders to submit best and final offers ("BAFOs");
 - Require that all offers be held open for a period of 120 days unless otherwise expressly provided for in writing.

E. CONFIDENTIALITY OF BIDS

20. Confidential, trade secret, or proprietary materials must be clearly marked and identified as such upon submission by the Bidder. Bidders must provide specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder. Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder will not be disclosed except as may be required by law, including without limitation by the Freedom of Information Law or other applicable state or federal laws. In the event that the Corporation determines that the law requires that confidential information be disclosed, the Corporation will notify the Bidder so that it may take whatever steps it deems appropriate.

F. METHODS OF AWARD

21. The contract for Services at each PBC Site shall be awarded to the Bidder submitting the lowest responsible Bid for each Service at each Site. The bids for the PBC Sites will be opened publicly and read aloud on the bid date, as described in this IFB.
22. The Voluntary Sites are each operated by not-for-profit corporations, except the Atrium Tower which is operated by Hudson Valley Property Holdings, a for-profit entity. The contract for Services at the Voluntary Sites shall be awarded to the Bidder(s) submitting the Bid that presents the best value for each service for each Voluntary Site. Bids submitted for the Voluntary Sites are not subject to public bid opening and will not be read aloud on the bid date. The successful Bidder(s) for the Voluntary Sites will be notified by letter.
23. The agreements for the PBC Sites and the Voluntary Sites shall incorporate the terms, conditions contained herein including but not limited to the General Clauses. The Corporation will issue its own Agreement memorializing the terms contained herein and will not agree to sign any other document. All awarded Agreements must be properly signed and executed prior to payment for any services performed.

SECTION II: GENERAL CLAUSES

A. TERM & TERMINATION OF SUBSEQUENT AGREEMENT

1. **Term.** The term of the agreement awarded from this Bid Specification shall be for an initial term of one (1) year and shall commence on the date specified once contracts are fully executed. The successful Bidder (the "Contractor") will be required to execute an agreement (the "Agreement") in substantially the form as herein described. Additionally, the Corporation, at its sole option, shall have the option to extend this Agreement for three (3) additional one (1) year periods at the same prices, terms and conditions by notifying the successful Bidder a minimum of thirty (30) days prior to the expiration of the applicable term.
2. **Termination by Corporation Without Cause.** The Agreement may be terminated by the Corporation upon thirty (30) days' notice, if the Corporation, in its sole discretion, deems such termination to be in its best interest. In such event, the Contractor shall be compensated and the Corporation shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination. Notice hereunder shall be effective on the date of receipt, which is presumed to be five (5) calendar days after mailing.
3. **Termination by Corporation For Cause.** In addition to any other right or remedy available to the Corporation, this Agreement may be terminated by the Corporation in the event that the Contractor breaches any of the terms of the Agreement and such breach remains uncured for ten (10) days' after service of written notice to the Contractor Notice hereunder shall be effective on the date of receipt, which is presumed to be five (5) calendar days after mailing.
4. **Prior Agreements Null and Void.** Any Bid submitted in response to this IFB and the Agreement arising out of this IFB shall override any previous agreements for these services, except as otherwise provided herein.

B. RATES, QUOTE S, PRICES & PAYMENT

5. **Fixed Rates.** The prices and quoted on the Bid Form, if accepted, shall be considered guaranteed and not adjustable rates for the term of the Agreement, regardless of the level of services actually used or purchased.
6. **No Exclusive; No Minimum Work.** No exclusive rights shall be granted, nor are any guarantees, promises or representations of any minimum amount of services given nor are any to be inferred from this bid, if accepted. The Contractor hereby waives any claims to lost or anticipated profits based on the Corporation's failure to use any of the services up to the full amount estimated in the Bid Form. Further, the Contractor hereby disavows and waives any claims, including without limitation, claims for direct, indirect, consequential, or special damage or lost or anticipated profits based on the Corporation's failure to utilize the Contractor's services.
7. **Other Fees and Charges.** Any references in this Agreement or in any other document to interest charges, late fees, restocking fees, cancellation charges or similar payments are hereby expressly excluded from the Agreement and shall not be paid by the Corporation. The Corporation will NOT pay any boxing; crating, handling or insurance charges other than those identified in this Bid. No third party freight bill shall be paid or accepted by the Corporation.
8. **Tax Exempt Status.** Except for Hudson Valley Property Holdings (the operator of the Atrium Tower), the Corporation and each Site is exempt from federal, state or local taxes. Do **NOT** include any of these taxes when bidding or invoicing. Exemption Certificates will be furnished upon written request to the Corporation's Department of Legal Affairs.
9. **Right of Corporation to Revise Specifications.** The Specifications described in Section III may be changed, modified, increased or decreased based upon the needs of the Corporation. Changes in the cost of the Services due to such changes, modifications, increase or decrease shall be determined in the following order: (a) reference to the prices, if any, set forth in the Contractor's bid; (b) mutually agreed upon unit or lump sum prices; or (c) the Contractor's actual cost of material minus any discounts and labor wage required for the work or services, as determined by an authorized representative of the Corporation plus twenty percent (20%) compensation for all items of profit and other expenses.

10. **Invoicing.** Invoices for Services rendered under the Agreement shall be provided monthly to the accounts payable department serving the applicable Site, as further specified in the final agreement between the parties or otherwise in writing. All invoices submitted during each calendar year shall be numbered and be non-repeating. In no event shall final payment be made prior to the completion of all Services. Invoices are to be itemized with a detailed breakdown of any and all charges and must reference the contract number.
11. **Payment.** Corporation shall pay all properly submitted and undisputed invoices within ninety (90) days from the Corporation's receipt of Contractor's invoice.
12. **Expenses.** Such amounts paid to the Contractor shall be full compensation for the Services and related expenses. No payments will be made to the Contractor for out-of-pocket expenses; further, any reimbursement of such expenses will be honored only in accordance with and subject to the Corporation's Travel and Expense Policy for Contractors, copies of which are available upon request.
13. **Right to Audit.** The Corporation shall have the right to audit such books and records of the Contractor reasonably pertinent to the subsequent Agreement at any time during the Term hereof or within eighteen (18) months following termination of such Agreement.

C. **SERVICES**

14. **Warranty.** The Services shall be performed in a manner consistent with the generally recognized standards of persons regularly engaged in providing such services. The Contractor warrants that it possesses the requisite skill, knowledge, experience and resources to perform the Services required under the Agreement. Contractor warrants to the Corporation that any Services performed and any materials used by Contractor in connection with the Services shall be free from defects in workmanship and/or materials and agrees that any damage arising from any breach of this warranty shall promptly be remedied by Contractor at its sole expense. The Contractor shall be responsible for the timely performance and professional quality of all services provided by or through the Contractor under the Agreement.
15. **Scheduling.** The exact dates, times and locations for the provision of the Services will be mutually determined by the Parties and confirmed in writing.
16. **Equipment, Materials, and Supplies.**
 - a. Provision of Equipment, Material and Supplies. Contractor shall provide at its expense all tools, equipment, materials and supplies required in performing any Services hereunder, including without limitation scaffolding, rigging, etc. The Corporation will not supply or pay for any for tools, equipment, material or supplies, except as may be expressly set forth herein.
 - b. Use and Storage on Corporation's Premises. Any tools, equipment, materials, supplies or other personal property of Contractor used, held or stored on Corporation's premises shall be at the sole risk of Contractor and Corporation shall not be liable for any loss thereof or damage thereto for any reason whatsoever. Contractor must receive prior written approval from the Corporation to store any such items.
 - c. Material Safety Data Sheet; Hazardous Materials. All materials and supplies shall be clearly labeled and, if applicable, shall have the Material Safety Data Sheet affixed to the outside of the container. Contractor represents and warrants that it will not, at any time, store any hazardous materials on, in, or near Corporation's premises.
 - d. Removal of Equipment, Material and Supplies. Upon termination of this Agreement for any reason, Contractor shall immediately remove all of its property from the Corporation's premises and any property not so removed may be removed by the Corporation at Contractor's expense.
 - e. Custody of Corporation's Property. In the event that Contractor shall, by virtue hereof, have custody of any Corporation property, the Contractor shall be deemed to be an insurer thereof and shall be responsible for its safe return to Corporation. The Contractor shall carry any

insurance, at its expense, reasonably deemed necessary to cover any damage or loss of Corporation's property in the custody of Contractor.

17. **Background Check.** Contractor further agrees that all individuals employed or otherwise engaged by Contractor and assigned to provide Services on Corporation's premises hereunder ("Contractor Representatives") may be subject to a background check substantially similar to the inquiries made by the Corporation with respect to its own employees and that the Corporation has the right to deny any Contractor Representative access to its facilities based on the results of such inquiry. If applicable Contractor agrees to use, at its sole cost and expense, Corporation's Green Security procedures.
18. **Conduct.** Contractor Representatives shall, at all times while present at Corporation's premises, comply with the lawful directives of Corporation's security personnel and administrative staff and Corporation's policies and procedures including but not limited to the Code of Conduct applicable to the given Site. The Contractor shall promptly remove from the Corporation's premises any Contractor Representative whose conduct the Corporation reasonably determines to be objectionable.
19. **Restricted Access to Clinical Areas.** Contractor shall not access clinical areas of Corporation's premises in connection with Contractor's performance of the Services unless, prior to permitting any Contractor Representative to provide Services on-site at Corporation's premises, Contractor ensures that each Contractor Representative has submitted a certification, (in a form reasonably required by Corporation) signed by a licensed health care provider or certifies through Corporation's Contractor credentialing program, that he or she has undergone a physical examination meeting the requirements set forth under Title 10 of the New York Codes, Rules and Regulations. Contractor shall provide Corporation with a signed health clearance form or certification through Corporation's Contractor credentialing program prior to the arrival of any Contractor Representative at Corporation's premises for the provision of Services.
20. **Payment for Parking.** At Corporation's discretion and subject to availability, Contractor's staff and employees may to utilize Corporation parking facilities at the non-Corporation employee rates. If the Corporation determines that the Contractor Personnel are (i) parking illegally (*i.e.*, parking without paying) in the Corporation's parking facilities and (ii) such illegal parking has taken place with the knowledge and acquiescence of the Contractor or any of its key management staff ("Willful Violation"), then, in that event the Corporation, may deduct the estimated amount of any lost parking revenue from any amounts due or to become due to the Contractor.
21. **Independent Contractor.**
 - a. **Independent Relationship.** The Contractor's relationship to the Corporation shall, at all times, be that of an independent contractor. Nothing contained in this Agreement is intended to nor shall it be construed to render either party an employee, servant, agent, partner or co-venturer of the other. Each party shall be liable for its own debts, obligations, acts and omissions. The Contractor remains solely responsible for the payment of all required withholding, Social Security and other taxes or benefits for its employees or any third persons working on its behalf.
 - b. **Contractor Responsible for Payroll; Fringe.** Contractor shall be solely responsible to withhold all amounts required to be withheld under federal, state and local tax laws. Further, Contractor shall be responsible for the payment of all social security, unemployment, worker's compensation and disability insurance for Contractor Personnel in accordance with applicable laws.
 - c. **Indemnification for Independent Contractors.** Contractor shall indemnify and hold harmless Corporation, its directors, officers, employees, and affiliates and their directors, officers, employees from any federal, state, and local taxes, including without limitation, self-employment income, social security, unemployment insurance and income taxes and any other withholding required pursuant to law or by any governmental body for the Services furnished hereunder. The Contractor further agrees to defend, indemnify and hold harmless the Corporation, its officers, employees and agents from and against any claim or action brought against Corporation, arising out of Contractor's employment or other engagement of personnel to perform Services hereunder including but not

limited to all claims and liabilities relating to any action, claims, lawsuits or investigations against Corporation by any personnel employed or engaged by Contractor, or governmental entity or agency relating to discrimination, wrongful discharge, retaliation, breach of contract or any other federal or state law, rule or regulation.

D. PROPERTY DAMAGE

22. **Restoration of Damage.** When or where any direct or indirect damage or injury is done to the Corporation's property by or on account of any act of omission, neglect or misconduct on the part of the Contractor in the execution of the Services, such property shall be restored by the Contractor at his expense, to a condition equal to that existing before such damage or injury was done or he shall make good such damage or injury in such other manner as may be acceptable to the Corporation. In the event of damage to Corporation property by the Contractor, the Corporation reserves the right to immediately affect both temporary and permanent repairs at the expense of the Contractor. The Corporation shall provide written notice of any damage requiring repair and Contractor shall assume responsibility for the repairs.
23. **Contractor Equipment.** The Contractor shall assume full responsibility for the equipment employed in the execution of the Services hereunder and agrees to make no claims against the Corporation for damages to such equipment from any claims whatsoever.

E. INDEMNIFICATION

24. **Acts and Omissions.** The Contractor agrees that, except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the Corporation, the Contractor shall defend, indemnify and hold harmless the Corporation and all applicable constituent entities (as set forth in Schedule F hereto), its officers, directors, employees and agents from and against any and all liability, damages, claims, demands, costs, judgments, fees, reasonable attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform Services hereunder by the Contractor or third parties under the direction or control of the Contractor.

F. INSURANCE REQUIREMENTS

25. **Insurance.** (a) Prior to commencing Services, the Contractor shall procure and maintain, at its sole cost and expense, the required insurance naming the Corporation, as well as each applicable component corporation/facility as may be related to the specific Site(s) contracted for (as more fully set forth in Schedule F annexed hereto), as additional insured (including without limitation, a waiver of subrogation), from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the Corporation. The policies or certificates for such insurance shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the General Counsel of the Corporation by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Contractor and identify the Agreement. If at any time any of the policies required herein shall be or become unsatisfactory to the Corporation, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Corporation, the Contractor shall, upon notice to that effect from the Corporation, promptly obtain a new policy and submit the policy or a certificate to the Office of General Counsel of the Corporation for approval. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the Corporation, may be declared suspended, discontinued or terminated. Failure of the Contractor to take out or maintain such insurance shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification. All property losses shall be made payable to and adjusted with the Corporation.

(b) The Contractor shall provide proof of the following coverage:

- i. **Workers' Compensation.** Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the

New York State Disability Benefits Law. Location of operation shall be “All locations in Westchester County, New York.” (Where an applicant claims to not be required to carry either a Workers’ Compensation Policy or Disability Benefits’ Policy, or both, a temporary permit may be issued if the employer completes form C-105.2 in duplicate. A copy of form C-105.2 is sent to the Worker’s Compensation Board, Information Unit for investigation and report.) If the employer is self-insured for Worker’s Compensation, he should present a certificate from the New York State Worker’s Compensation Board evidencing that fact.

- ii. **Employer’s Liability** with minimum limit of \$100,000.
- iii. **General Liability** Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.l.), naming the Corporation as an additional insured. This insurance shall indicate on the certificate of insurance the following coverages:
 - 1. Premises - Operations.
 - 2. Broad Form Contractual.
 - 3. Independent Contractor and Sub-Contractor.
 - 4. Products and Completed Operations.

All contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

- iv. **Automobile Liability** Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$ 100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage following coverage’s:
 - 1. Owned automobiles.
 - 2. Hired automobiles.
 - 3. Non-owned automobiles.
- v. **Excess Liability/Umbrella Insurance.** Excess Liability/Umbrella Insurance with a minimum limit of liability per occurrence of \$2m over and above the underlying primary coverage limits stated in Subsections (i), (ii), (iii), and (iv) above with respect to bodily injury or death to any number of persons in any one accident or occurrence. The policy shall be endorsed to name Corporation, as well as each applicable component corporation/facility as may be related to the specific Site(s) contracted for, as additional insured, on a non-contributory basis.

(c) All policies and certificates of insurance of the Contractor shall contain the following clauses:

- i. Insurers shall have no right to recovery or subrogation against the Corporation (including its directors, officers, employees, and subsidiaries), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- ii. The clause “other insurance provisions” in a policy in which the Corporation is named as an insured shall not apply to the Corporation.
- iii. The insurance companies issuing the policy or policies shall have no recourse against the Corporation for payment of any premiums or for assessments under any form of policy.

- iv. Any and all deductibles in the above described insurance policies shall be assumed by, be for the account of, and at the sole risk of, the Contractor.

G. HAZARDOUS CHEMICALS & MATERIALS

26. The Contractor shall ensure that of its staff involved in the use of hazardous chemicals, materials and wastes shall be knowledgeable of proper care and handling of such materials, as well as emergency procedures in the event of an accident, including but not limited to spills, break of container or exposure to such materials.
27. The Contractor shall strictly adhere to the OSHA standards and the New York State "Right-to-Know Law." The Contractor using hazardous chemicals shall maintain a current inventory and an up-to-date file of Safety Data Sheets (SDS) on any chemical utilized in the performance of the services.
28. The Contractor shall submit an inventory listing of all hazardous substances utilized in the performance of services at Westchester Medical Center. Copies of inventory SDS, as well as a written report of misapplication of chemicals with reasons, causes, affects and remedies shall be submitted to the following:

One Copy to: Safety Officer
Westchester Medical Center
Taylor Pavilion Room E-243
Valhalla, New York 10595

Manager, Support Services
Westchester Medical Center
Maria Fareri Children's Hospital C-1121
Valhalla, New York 10595

29. The Contractor shall be responsible for the use of hazardous materials and chemicals on Corporation property. The Contractor must submit its policy on hazardous materials and waste annually for review. No hazardous materials or chemicals may be stored on the property of the Corporation or any applicable constituent entity without receipt by contractor of prior written approval.
30. The Contractor shall provide adequate training and proper handling of chemicals and hazardous waste to its employees. The following information shall be provided in the training:
- (a) The name or names of the substances including the generic or chemical name.
 - (b) The trade names of the chemical or substance.
 - (c) The level at which exposure to the substance is hazardous, if known.
 - (d) The effects of exposure at hazardous levels.
 - (e) The symptoms of such effects.
 - (f) The potential for flammability, explosion and reactivity of the substance.
 - (g) Appropriate emergency treatment.
 - (h) Proper conditions for safe use and exposure to the substance.
 - (i) Procedure for cleanup and spills.
31. The Contractor shall maintain proper training and information documentation for its employees. Copies of the training records shall be made available upon request.
32. The Contractor shall secure any chemicals, materials and equipment to prevent tampering by any person in the Corporation buildings while performing any services. No materials or equipment shall be stored adjacent to or near Corporation buildings or food areas during the performance of the services.
33. The Contractor shall remove and dispose of all excess and/or unneeded chemicals, materials or equipment after any services are performed. No excess chemicals are to be stored on the Corporation property for more than 90 days and must be stored in designated satellite accumulation areas.

H. CONFIDENTIALITY

34. **Confidential Information.** Contractor represents and warrants that all non-public information communicated by the Corporation to the Contractor in connection with the performance of the Services provided under this Agreement shall be regarded as confidential information, used only for the purposes of this Agreement, and in no event shall be disclosed to third parties, including Contractor's affiliates, partners, employees, agents, or representatives other than those listed herein, unless otherwise required by applicable law, judicial or administrative process, professional standards or a court or government agency of competent jurisdiction (other than as may be required for internal quality assurance, management, or legal review purposes) or if disclosure is in connection with litigation between the Parties arising hereunder. This Section shall not apply to information (i) developed by the receiving party without the use of or access to the disclosing party's proprietary information; (ii) that is or becomes publicly known without a breach of this Agreement; (iii) disclosed to the receiving party by a third party not required to maintain its confidentiality; or (iv) that is already known to the receiving party at the time of disclosure. To the extent the Contractor, its employees, agents, and representatives, have access to patient records, the Contractor, its employees, agents, and representatives shall observe and maintain patient confidentiality of records and related information to the extent required by applicable federal, state and local laws.
35. **No Publication Without Consent.** Neither Party shall, without first obtaining the written consent of the other Party, advertise or publish the fact that the Contractor or Corporation has contracted to furnish or receive the Services covered by this Agreement. The Contractor agrees that it will not use the Corporation name, trademark, service mark, tag line or other designator of the Corporation for any purpose within the market place unless the use of each item is specifically given approval by the Corporation.

I. COMPLIANCE WITH LAW

36. **Generally.** The Contractor shall comply, at its sole cost and expense, with the provisions of all applicable federal, state or local laws, ordinances, regulations or rules and any amendments or additions thereto, including without limitation, the New York State Labor law, as applicable, and Worker's Compensation Law. Without limiting the generality of the foregoing, in accordance with the requirements of the Deficit Reduction Act of 2005, Contractor agrees to adhere to the Corporation's Code of Conduct, as applicable to the given Site, and all relevant compliance policies, including without limitation, policies requiring the education of employees regarding the requirements of the Federal False Claims Act and New York State False Claims Act and obligating them to report actual or suspected violations to Corporation's management, Compliance Officer or the anonymous Compliance hotline. Contractor further warrants that it shall obtain and maintain in full force and effect all required permits, licenses and approvals from all applicable governmental authorities.
37. **Standards Applicable to Services, Equipment, Training, and Other Methods of Performance.** Further, the Contractor agrees that all work, apparatus, equipment, tools, supplies, chemicals, training, and methods used in the performances of the Services under this Agreement shall conform to all laws, regulations, standards, and requirements, including, but not limited to, Occupational Safety and Health Administration, United States Environmental Protection Agency, Center for Disease Control, Joint Commission on Accreditation of Healthcare Organizations, New York State Department of Environmental Conservation, New York State Environmental Conservation, New York State Department of Health, Corporation Administrative Policy, Corporation Infection Control Policy, applicable sanitary codes, Westchester County Department of Health; American Disabilities Act.
38. **Labor Laws.** Contractor shall comply with all applicable requirements of the New York State Labor Law, including without limitation, the prevailing wage provisions. Contractor agrees to supply all necessary records, proof, etc. related to compliance hereunder. FOR ANY WORK OR SERVICES SUBJECT TO THE REQUIREMENTS OF ARTICLES 9 OF THE NEW YORK STATE LABOR LAW, BUILDING SERVICE EMPLOYEES IN THE EMPLOY OF THE CONTRACTOR, SUBCONTRACTOR OR OTHER PERSON DOING OR CONTRACTING TO DO THE WHOLE OR A PART OF THE AGREEMENT SHALL BE PAID THE PREVAILING WAGE RATES AND PROVIDED SUPPLEMENTS (INCLUDING, BUT NOT LIMITED TO, HEALTH, WELFARE, NON OCCUPATIONAL DISABILITY, RETIREMENT VACATION BENEFITS, HOLIDAY PAY, LIFE INSURANCE AND APPRENTICESHIP TRAINING) AS REQUIRED BY THE NEW YORK STATE LABOR LAW.
39. **Hazardous Materials; Training.** The Contractor shall instruct and provide its employees with written procedures for safety and protection concerning the nature of toxic substances, which they may encounter in

the course of providing services under the agreement, in accordance with OSHA and Article 28 of the New York State Labor Law.

I. NON-DISCRIMINATION

40. **No Discrimination.** (a) In performing its obligations hereunder, the Contractor, or any person working on the Contractor's behalf, shall not discriminate, harass or intimidate any individual on account of race, creed, color, sex, age, disability, national origin, marital status, sexual orientation, genetic predisposition or carrier status.
- (b) In addition, for any work or services subject to the requirement of Article 9 of the New York State Labor Law, the Contractor expressly agrees:
- i. That in the hiring of employees for the performance of Services under the Agreement or any subcontract or agreement hereunder, no Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color, national origin, age, sex, disability or marital status, discriminate against any citizen of the State of New York who is qualified and available to perform the Services to which the employment relates;
 - ii. That no Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of Services under the Agreement on account of race, creed, color, national origin, sex or disability;
 - iii. That there may be deducted from the amount payable to the Contractor by the Corporation under the Agreement a penalty of FIFTY DOLLARS (\$50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provision hereof;
 - iv. That the Agreement may be canceled or terminated by the Corporation, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of this paragraph.
41. **MWBE Participation.** It is the Corporation's policy to use its best efforts to encourage and support significant, meaningful participation by business enterprises owned and controlled by people of color and/or women (MBE/WBE) in contracts and projects funded by the Corporation and develop a policy to efficiently and effectively monitor such participation.

Contractor must provide written notification to Andrew.Buccieri@wmchealth.org if it is claiming MWBE status.

42. **Service-Disabled Veteran-Owned Businesses Participation.** It is the policy of the Corporation to ensure that certified Service-Disabled Veteran-Owned Businesses ("SDVOB") are given a full opportunity to provide goods and services sought by the Corporation. A SDVOB is a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation, including not-for-profit corporations that is: (1) at least fifty-one percent (51%) owned by one or more service-disabled veterans; (2) an enterprise in which such service Service-Disabled Veteran-Owned Businesses disabled veteran ownership is real, substantial, and continuing; (3) an enterprise in which such service-disabled veteran ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; (4) an enterprise authorized to do business in this State and is independently owned and operated; (5) an enterprise that is a small business as defined herein; and (6) certified by the New York State Office of General Services. Businesses interested in becoming a certified NYS SDVOB can find the forms for certification online on the Office of General Services website at <http://www.ogs.ny.gov/Core/SDVOBA.asp>.

Contractor must provide written notification to Andrew.Buccieri@wmchealth.org if it is claiming SDVOB status.

43. **Sexual Harassment Policy.** It is the policy of the Corporation to prohibit sex discrimination, including sexual harassment of its employees in any form. The Corporation will take all steps necessary to prevent and stop this occurrence of sexual harassment in the workplace. This policy applies to all Corporation employees and all personnel in a contractual relationship with the Corporation. This policy shall apply to the conduct of non-Corporation employees in the Corporation workplace. This sexual harassment policy includes, but is not limited to, inappropriate forms of behavior described by the Equal Employment Opportunity Commission.
- (b) Sexual advances that are not welcome, request for sexual favors and other verbal or physical conduct of a

sexual nature constitutes sexual harassment when: (i) Submission of such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or (ii) Submission to or rejection of such conduct by an individual is used as the basis of employment decisions, such as promotions, transfer, or termination, affecting such individual; or (iii) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

J. REPRESENTATIONS AND WARRANTIES

44. **Conflicts of Interest.** The Contractor represents, to the best of its knowledge, that no employee, officer, or director of, and no physician or physician practice affiliated with, Corporation has a financial interest in the Contractor. The Contractor further agrees that if it discovers or otherwise becomes aware that an employee, officer, or director of, or a physician or physician practice affiliated with, Corporation has a financial interest in the Contractor, Contractor shall promptly disclose that financial interest to Corporation in writing. To the extent that a financial interest is disclosed by Contractor in accordance with this Section, the Parties agree to make good faith efforts to resolve any conflict of interest, provided however, in the event that such conflict of interest cannot be resolved, Corporation, at its option, may declare any agreement between the Contractor and Corporation null and void. For purposes of this Section, the term "financial interest" shall include the following transactions or relationships: (a) payment of fees including consulting fees, royalty fees, honoraria, or other emoluments or "in kind" compensation; (b) any gift of more than nominal value; (c) service as an officer or director of Contractor whether or not remuneration is received for such service; or (d) an ownership interest in Contractor, except that a shareholder owning less than a majority of shares of a publicly traded entity shall not be deemed to have a financial interest for the purposes of this Section.
45. **Eligibility for Governmental Programs.** Contractor represents that (a) it has not been convicted of a criminal offense related to health care; (b) it is not currently listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs; and (c) it is not currently listed by the State of New York, any political subdivision of the State of New York or any public benefit corporation or public authority as debarred, excluded or otherwise ineligible to contract with such public entity. For purposes of this paragraph, "Contractor" is defined as the entity entering into this contract, and/or its principals, employees, directors and officers and shareholders (provided, however, that, if Contractor is publicly traded, the term "Contractor" shall not include shareholders owning publicly traded shares of Contractor).
46. **Personal Inducements.** Contractor represents and warrants that no cash, equity interest, merchandise, equipment, services or other forms of remuneration have been offered, shall be offered or will be paid or distributed by or on behalf of Contractor to Corporation and/or its employees, officers or directors, any other Corporation-affiliated person or entity (including any physician or physician practice privileged by or affiliated with Corporation), or the immediate family members of any of the foregoing as an inducement to purchase or to influence the purchase of Services by Corporation from Contractor.
47. **Government Access to Records.** Contractor and Corporation agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). Contractor further specifically agrees that until the expiration of four (4) years after the expiration or termination of this Agreement, Contractor shall make available, upon written request of the Secretary of the Department of Health and Human Services, the Comptroller General or any of their duly authorized representatives, this Agreement and the books, documents and records of Contractor that are necessary to verify the nature and extent of the costs charged to Corporation hereunder. Contractor further agrees that if Contractor carries out any of the duties of this Agreement through a subcontract with a related organization with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or the Comptroller General or any of their duly authorized representatives, the subcontract and all books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

K. MISCELLANEOUS

48. **Assignment.** The award or the Agreement may not be assigned in whole or in part, nor may any obligation hereunder be subcontracted by the Contractor without the prior written consent of the Corporation. Any such assignment or subcontract shall not relieve the Contractor of its obligations therein.
49. **Governing Law.** This Bid Specification and the Agreement shall be governed by the laws of the State of New York regardless of any conflict of law rules. Any action or proceeding related to or arising directly or indirectly out of this Bid Specification or the Agreement shall be commenced and maintained in the New York Supreme Court, Westchester County or the Federal District Court for the Southern District of New York.
50. **Force Majeure.** Neither Party shall be deemed to be in default of or to have breached any provision of the Agreement as a result of any delay or failure in performance due to reasons beyond such Party's reasonable control. If such a delay occurs, following submission of written notice, the affected Party may extend the time for performance by a period of time equal to the delay. Notwithstanding the foregoing, if a force majeure event is claimed by Contractor and such event continues for more than five (5) business days, Corporation shall have the right and option to terminate this Agreement.
51. **Waiver.** No waiver by either party of any condition or of the breach by the other party of any term or covenant contained in the Agreement, whether by conduct or otherwise, at any time or in any one or more instances shall be deemed or construed as a further or continuing waiver of any such condition or breach of any similar or dissimilar term or covenant set forth in this Agreement. Moreover, the failure of either party to exercise any right hereunder shall not bar the later exercise thereof.
52. **Headings.** The headings of the sections hereof are inserted for convenience only and in no way define, limit or prescribe the intent of the Bid Specification and/or the Agreement.
53. **Severability.** If any provision of this Bid Specification and/or Agreement or the application of any provision hereof to any person or circumstance is held invalid or determined to be unlawful or contrary to public policy, the term of the Agreement and the application of such provision to the persons or circumstances shall not be affected unless the invalid provision substantially impairs the benefits of the remaining portions of the Agreement.

SECTION III: SPECIFICATIONS

THE PBC SITES

Scope of Services:

Lump Sum Award: Window Cleaning

+ Contingent services, as directing in the Owner’s sole discretion, including:
Removal of efflorescence;
Caulk and point failed joints and application of penetrating sealant;
Chemical Washing;
Glass Restoration
and
Pressure Washing

Lump Sum Award: Façade Cleaning

Note: Frequency column below refers to the number of times service will be performed during each year of the contract term.

A. SCOPE OF SERVICES – MEDICAL CENTER (“WMC”) VALHALLA & MIDHUDSON REGIONAL HOSPITAL OF WESTCHESTER MEDICAL CENTER (“MHRH”) / Window Cleaning Service:

1. The Corporation proposes to contract window cleaning of all exterior windows and all entryway glass throughout the buildings on the WMC Valhalla campus and the MHRH campus as outlined and specified below. The successful bidder shall provide all labor, materials, cleaning supplies, and necessary equipment to perform the services required to achieve expected results on all exterior glass and all interior and exterior glass in the entryways of the facility.

Site 1 **Westchester Medical Center (“WMC”)**
100 Woods Road, Valhalla, NY 10595

*Invoices for Site 1 shall be submitted to: Andrew.Buccieri@wmchealth.org

Site 2 **MidHudson Regional Hospital of Westchester Medical Center (“MHRH”)**
241 North Road, Poughkeepsie, NY 12601

Invoices for Site 2 shall be submitted to Accounts Payable, MidHudson Regional Hospital of Westchester Medical Center, 241 North Road, Poughkeepsie, NY 12601.

2. **Site #1.** WMC’s campus includes the following buildings and their corresponding number of floors:
 - i. University Hospital Main Tower – 7 Floors
 - ii. Maria Fareri Children’s Hospital – 3 Floors
 - iii. Macy Pavilion – 2 Floors
 - iv. Behavioral Health Center – 3 Floors
 - v. Taylor Care Pavilion – 3 Floors
 - vi. Ronald McDonald House – 2 Floors with Atrium Foyer of glass 20’ to the peak
 - vii. Cedarwood – 4 Floors
 - viii. Ambulatory Care Pavilion – 8 Floors

3. **Site #2.** The MHRH’s campus includes the following buildings and their corresponding number of floors:
 - i. Cooke Tower – 7 Floors
 - ii. Spellman Tower – 5 Floors
 - iii. Neumann Tower – 3 Floors
 - iv. Thorne Tower – 5 Floors
 - v. Roosevelt Tower – 5 Floors
 - vi. Convent – 3 Floors
 - vii. Boiler Plant – 2 Floors
 - viii. 7 Cooke House – 2 Floors
 - ix. 3 Cooke House – 2 Floors
 - x. SPD Warehouse – 2 Floors
4. The Contractor shall clean all windows, window screens, and frames so they are free of streaks, dirt, grime, and are clear and free of smudges.
5. The Contractor shall take precaution and use all means necessary to protect all work areas, structures, carpets, floors, and all surrounding areas from damage, debris, and provide a safe environment in and around the area in which work is being performed.
6. Security of the work area is the responsibility of the contractor during performance of all work whether during normal business hours or after normal business hours.
7. Contractor must clean all work areas and remove and properly dispose of all materials used in the cleaning process.
8. The Corporation expects all buildings windows contained in the scope of this bid document to be cleaned and maintained at a level commensurate with the highest standards of professional window cleaning service.
9. The Contractor shall be responsible for any and all damage caused to the building façade, windows, glass, and/or the campus in the event that the damage is a result of work completed in accordance with the scope of this agreement.
10. **Pressure Washing/Façade Cleaning:** The pressure washing bid for the Ambulatory Care Pavilion, Maria Fareri Children’s Hospital, Cooke Tower, and Spellman Tower will include the entire building exterior.

B. CLEANING FREQUENCIES

The minimum service frequencies provided will be as follows:

SITE #1

BUILDING	FREQUENCY	DESCRIPTION OF SERVICES
Ambulatory Care Pavilion	Twice Annually	All exterior windows in Courtyard
		All exterior windows
	Twice Monthly	All Interior/Exterior Entryway Glass
Main Hospital	Twice Annually	All exterior windows
	Twice Monthly	All Interior/Exterior Entryway glass including: main entrance, North employee entrance, South Emergency Exit/Entrance
	Twice Monthly	Exterior of East and West low rise corridor glass, both 1 st and 2 nd floors

Maria Fareri Children's Hospital	Twice Annually	All exterior windows, including inside and outside of large lobby multi-story glass
	Twice Monthly	All Interior/Exterior Entryway glass including main entrance, all Emergency department entrances, exterior glass adjacent to Children's Surgery Waiting room, and 3 rd floor courtyard sunroofs
Macy Pavilion	Twice annually	All exterior windows, including all courtyards
	Twice monthly	Entryway in back of Macy Pavilion to the Cardiology Suite. Entryway to Radiation Medicine hallway and the PACU Courtyard
The Behavioral Health Center	Twice Annually	All exterior windows
	Twice Monthly	Main entryway glass and all entrance windows
The Taylor Pavilion	Twice Annually	All exterior windows
	Twice Monthly	Taylor Pavilion all entrance and Media Room exterior windows, Taylor Care Conference Center windows and glass doors
Ronald McDonald House	Twice Annually	All exterior windows
	Once Monthly	Entryway glass and exterior and interior Atrium windows
Cedarwood	Twice Annually	All exterior windows
	Twice Monthly	All entryway glass including front and back entrances

As needed Services: In addition to the Window Cleaning Service for the above, the Corporation is seeking contingent line item pricing for the following owner directed services:

11. Removal of efflorescence.
12. Caulk and point failed joints and application of penetrating sealant.
13. Chemical Washing.
14. Glass Restoration.
15. Pressure Washing.

SITE #2

BUILDING	FREQUENCY	DESCRIPTION OF SERVICES
Cooke Tower	Twice Annually	All exterior windows
	Twice Monthly	All Interior/Exterior entryway glass including front and back entrance of Cooke.
Spellman Tower	Twice Annually	All exterior windows
	Twice Monthly	All Interior/Exterior entryway glass
Neumann Tower	Twice Annually	All exterior windows
	Twice Monthly	All Interior/Exterior entryway glass including: Main ED entrance and EMS entrance. Interior and exterior of ED waiting room glass
Thorne Tower	Twice Annually	All exterior windows
	Twice Monthly	All Interior/Exterior Entryway glass

Roosevelt Tower	Twice annually	All exterior windows
	Twice monthly	All Interior/Exterior entry way glass
Convent	Twice Annually	All exterior windows
	Twice Monthly	Main Interior/Exterior entryway glass and all entrance windows
SPD Warehouse Building	Annually	All exterior windows and entryway glass
Panichi Center	Twice Annually	All exterior windows
	Once Monthly	All Interior/Exterior entryway glass
Martha Lawrence	Twice Annually	All exterior windows
	Once Monthly	All Interior/Exterior entryway glass
3 Cooke House	Annually	All exterior windows and entryway glass
7 Cooke House	Annually	All exterior windows
Boiler Plant	Annually	All exterior windows and entryway glass

As needed Services: In addition to the Window Cleaning Service for the above, the Corporation is seeking contingent line item pricing for the following owner directed services:

16. Removal of efflorescence.
17. Caulk and point failed joints and application of penetrating sealant.
18. Chemical Washing.
19. Glass Restoration.
20. Pressure Washing.

C. EMERGENCY RESPONSE

21. All emergency service calls shall be responded to within one (1) hour of the call for service. For the purpose of this Contract, “responded to” shall mean arrival at job site prepared to resolve the emergency. All labor for such emergency calls shall be included in the base contract price.
22. At a minimum, the Contractor shall be assessed damages in the dollar amount equal to the overtime hourly rate payable for services rendered hereunder for each hour, or part of an hour, beyond the maximum response time set forth herein that the Contractor fails to respond to an emergency service call. In the even the Contractor fails to respond within the maximum response time, the Corporation, in its sole discretion, may elect to arrange for provision of emergency service from a source other than the Contractor. In such event, the Corporation shall immediately notify the Contractor verbally of such election, and the Contractor shall be liable for the cost to the Corporation for providing coverage. Said damages shall be assessed as a deduction from payments otherwise due and payable to the Contractor for providing services pursuant to this agreement.

The number of emergency calls to which the Contractor must respond to is unlimited.

D. COORDINATION OF SERVICES

23. Contractor shall adjust service schedules to be acceptable to the needs of the Corporation. The Corporation, at its sole discretion may determine the acceptability of scheduling. The Corporation reserves the right to adjust any and all

schedules. Contractor may at times be requested to stop the provision of services in specific areas after work has commenced.

24. After award of contract, all reports, notifications, applications, SDS forms, safety documentation, etc. shall be directed only through the Corporation's representative or designee.
25. With the exception of safety issues, Contractor shall accept verbal directions only from the designated Corporation's Representative or designee.

THE VOLUNTARY SITES

Scope of Services:

Lump Sum Award: Window Cleaning

+ Contingent services, as directing in the Owner's sole discretion, including:
Removal of efflorescence;
Caulk and point failed joints and application of penetrating sealant;
Chemical Washing;
Glass Restoration;
and
Pressure Washing

Lump Sum Award: Façade Cleaning (where indicated below)

Note: Frequency column below refers to the number of times service will be performed during each year of the contract term.

A. SCOPE OF SERVICES – Hudson Valley Property Holdings (“HVPH”) SITES / Window Cleaning Service:

The Corporation proposes to contract window cleaning of all exterior windows and all entryway glass throughout the buildings on the Hudson Valley Property Holdings (“HVPH”) campuses as outlined and specified below. The successful bidder shall provide all labor, materials, cleaning supplies, and necessary equipment to perform the services required to achieve expected results on all exterior glass and all interior and exterior glass in the entryways of the facility.

Site 3 **Atrium Tower – Hudson Valley Property Holdings**
241 North Road, Poughkeepsie, NY 12601

Invoices for Site 3 shall be submitted to Accounts Payable, MidHudson Regional Hospital of Westchester Medical Center, 241 North Road, Poughkeepsie, NY 12601.

The HVPH's campus includes the following buildings and their corresponding number of floors:

- i. Atrium Tower – 6 Floors
- i. The Contractor shall clean all windows so they are free of streaks, dirt, grime, and are clear and free of smudges.
- ii. The Contractor shall take precaution and use all means necessary to protect all work areas, structures, carpets, floors, and all surrounding areas from damage, debris, and provide a safe environment in and around the area in which work is being performed.
- iii. Security of the work area is the responsibility of the contractor during performance of all work whether during normal business hours or after normal business hours.
- iv. Contractor must clean all work areas and remove and properly dispose of all materials used in the cleaning process.
- v. The Corporation expects all buildings windows contained in the scope of this bid document to be cleaned and maintained at a level commensurate with the highest standards of professional window cleaning service.
- vi. The Contractor shall be responsible for any and all damage caused to the building façade, windows, glass, and/or the campus in the event that the damage is a result of work completed in accordance with the scope of this agreement.

- vii. **Pressure Washing/Façade Cleaning:** The pressure washing bid for the Atrium will include the entire building exterior

B. CLEANING FREQUENCIES

The minimum service frequencies provided will be as follows:

SITE 3

BUILDING	FREQUENCY	DESCRIPTION OF SERVICES
Atrium Tower	Twice annually	All interior Atrium windows
		All exterior windows
	Twice monthly	All Interior/Exterior entryway glass

As needed Services: In addition to the Window Cleaning Service for the above Entity/Sites, contingent line item pricing is sought for the following owner directed services:

- viii. Removal of efflorescence.
- ix. Caulk and point failed joints and application of penetrating sealant.
- x. Chemical Washing.
- xi. Glass Restoration.
- xii. Pressure Washing.

C. EMERGENCY RESPONSE

- xiii. All emergency service calls shall be responded to within one (1) hour of the call for service. For the purpose of this Contract, “responded to” shall mean arrival at job site prepared to resolve the emergency. All labor for such emergency calls shall be included in the base contract price.
- xiv. At a minimum, the Contractor shall be assessed damages in the dollar amount equal to the overtime hourly rate payable for services rendered hereunder for each hour, or part of an hour, beyond the maximum response time set forth herein that the Contractor fails to respond to an emergency service call. In the even the Contractor fails to respond within the maximum response time, the Corporation, in its sole discretion, may elect to arrange for provision of emergency service from a source other than the Contractor. In such event, the Corporation shall immediately notify the Contractor verbally of such election, and the Contractor shall be liable for the cost to the Corporation for providing coverage. Said damages shall be assessed as a deduction from payments otherwise due and payable to the Contractor for providing services pursuant to this agreement.
- xv. The number of emergency calls to which the Contractor must respond to is unlimited.

D. COORDINATION OF SERVICES

- xvi. Contractor shall adjust service schedules to be acceptable to the needs of the Corporation. The Corporation, at its sole discretion may determine the acceptability of scheduling. The Corporation reserves the right to adjust any and all schedules. Contractor may at times be requested to stop the provision of services in specific areas after work has commenced.
- xvii. After award of contract, all reports, notifications, applications, SDS forms, safety documentation, etc. shall be directed only through the Corporation’s representative or designee.
- xviii. With the exception of safety issues, Contractor shall accept verbal directions only from the designated Corporation’s Representative or designee.

E. SCOPE OF SERVICES – MidHudson Early Education Center Sites / Window Cleaning Service:

1. The Corporation proposes to contract window cleaning of all exterior windows and all entryway glass throughout the buildings of the MidHudson Early Education Center (“MEEC”) campuses as outlined and specified below. The successful bidder shall provide all labor, materials, cleaning supplies, and necessary equipment to perform the services required to achieve expected results on all exterior glass and all interior and exterior glass in the entryways of the facility.

Site 4 **Martha Lawrence**
23 Spackenkill Road, Poughkeepsie, New York 12601

Site 5 **Panichi Family Center**
15 Hastings Drive, Beacon, New York 12508

*Invoices for Sites 4 & 5 shall be submitted to Accounts Payable, MidHudson Regional Hospital of Westchester Medical Center, 241 North Road, Poughkeepsie, NY 12601.

2. The MEEC’s campuses include the following buildings and their corresponding number of floors:
 - i. Panichi Center – 1 Floor
 - ii. Martha Lawrence – 1 Floor
3. The Contractor shall clean all windows so they are free of streaks, dirt, grime, and are clear and free of smudges.
4. The Contractor shall take precaution and use all means necessary to protect all work areas, structures, carpets, floors, and all surrounding areas from damage, debris, and provide a safe environment in and around the area in which work is being performed.
5. Security of the work area is the responsibility of the contractor during performance of all work whether during normal business hours or after normal business hours.
6. Contractor must clean all work areas and remove and properly dispose of all materials used in the cleaning process.
7. The Corporation expects all buildings windows contained in the scope of this bid document to be cleaned and maintained at a level commensurate with the highest standards of professional window cleaning service.
8. The Contractor shall be responsible for any and all damage caused to the building façade, windows, glass, and/or the campus in the event that the damage is a result of work completed in accordance with the scope of this agreement.

F. CLEANING FREQUENCIES

The minimum service frequencies provided will be as follows:

SITES 4 & 5

BUILDING	FREQUENCY	DESCRIPTION OF SERVICES
Panichi Center	Twice Annually	All exterior windows
	Once Monthly	All Interior/Exterior entryway glass
Martha Lawrence	Twice Annually	All exterior windows
	Once Monthly	All Interior/Exterior entryway glass

As needed Services: In addition to the Window Cleaning Service for the above Entity/Sites, contingent line item pricing is sought for the following owner directed services:

9. Removal of efflorescence.
10. Caulk and point failed joints and application of penetrating sealant.
11. Chemical Washing.

- 12. Glass Restoration.
- 13. Pressure Washing.

G. EMERGENCY RESPONSE

- 14. All emergency service calls shall be responded to within one (1) hour of the call for service. For the purpose of this Contract, “responded to” shall mean arrival at job site prepared to resolve the emergency. All labor for such emergency calls shall be included in the base contract price.
- 15. At a minimum, the Contractor shall be assessed damages in the dollar amount equal to the overtime hourly rate payable for services rendered hereunder for each hour, or part of an hour, beyond the maximum response time set forth herein that the Contractor fails to respond to an emergency service call. In the even the Contractor fails to respond within the maximum response time, the Corporation, in its sole discretion, may elect to arrange for provision of emergency service from a source other than the Contractor. In such event, the Corporation shall immediately notify the Contractor verbally of such election, and the Contractor shall be liable for the cost to the Corporation for providing coverage. Said damages shall be assessed as a deduction from payments otherwise due and payable to the Contractor for providing services pursuant to this agreement.
- 16. The number of emergency calls to which the Contractor must respond to is unlimited.

H. COORDINATION OF SERVICES

- 17. Contractor shall adjust service schedules to be acceptable to the needs of the Corporation. The Corporation, at its sole discretion may determine the acceptability of scheduling. The Corporation reserves the right to adjust any and all schedules. Contractor may at times be requested to stop the provision of services in specific areas after work has commenced.
- 18. After award of contract, all reports, notifications, applications, SDS forms, safety documentation, etc. shall be directed only through the Corporation’s representative or designee.
- 19. With the exception of safety issues, Contractor shall accept verbal directions only from the designated Corporation’s Representative or designee.

I. SCOPE OF SERVICES – Bon Secours Charity Healthy System (“BSC”) SITES / Window Cleaning Service:

- 1. The Corporation proposes to contract window cleaning of all exterior windows and all entryway glass throughout the buildings on the Bon Secours Charity Healthy System (“BSC”) campuses as outlined and specified below. The successful bidder shall provide all labor, materials, cleaning supplies, and necessary equipment to perform the services required to achieve expected results on all exterior glass and all interior and exterior glass in the entryways of the facility.

Site 6	Good Samaritan Regional Medical Center 255 Lafayette Avenue, Suffern, NY 10901
Site 7	Bon Secours Community 160 E. Main Street, Port Jervis, NY 12771
Site 8	St. Anthony’s Community Hospital 15 Maple Avenue, Warwick, New York 10990
Site 9	Mt. Alverno Center 20 Grand Street, Warwick, New York 10990
Site 10	Schervier Pavilion 22 Van Duzer Place, Warwick, New York 10990

*Invoices for Sites 6-10 shall be submitted to Accounts Payable, Bon Secours Charity Health System, 255 Lafayette Avenue, Suffern, NY 10901

2. The BSC's campuses include the following buildings and their corresponding number of floors:
 - i. Good Samaritan Regional Medical Center – 6 Floors
 - ii. Bon Secours Community – 5 Floors
 - iii. St. Anthony's Community Hospital – 6 Floors
 - iv. Mt. Alverno Center – 5 Floors
 - v. Schervier Pavilion – 2 Floors
3. The Contractor shall clean all windows so they are free of streaks, dirt, grime, and are clear and free of smudges.
4. The Contractor shall take precaution and use all means necessary to protect all work areas, structures, carpets, floors, and all surrounding areas from damage, debris, and provide a safe environment in and around the area in which work is being performed.
5. Security of the work area is the responsibility of the contractor during performance of all work whether during normal business hours or after normal business hours.
6. Contractor must clean all work areas and remove and properly dispose of all materials used in the cleaning process.
7. The Corporation expects all buildings windows contained in the scope of this bid document to be cleaned and maintained at a level commensurate with the highest standards of professional window cleaning service.
8. The Contractor shall be responsible for any and all damage caused to the building façade, windows, glass, and/or the campus in the event that the damage is a result of work completed in accordance with the scope of this agreement.

J. CLEANING FREQUENCIES

The minimum service frequencies provided will be as follows:

SITES 6-10

BUILDING	FREQUENCY	DESCRIPTION OF SERVICES
Good Samaritan Hospital (GSH)	Twice Annually	All exterior windows
	Twice Monthly	All Interior/Exterior entryway glass including but not limited to main/lobby, skylight, ER-Lobby, Ambulance entrance , and Dr. Entrance
Saint Anthony's Community Hospital (SACH)	Twice Annually	All exterior windows
	Twice Monthly	All Interior/Exterior entryway glass including but not limited to main/lobby- (doorway and rotating), ER-Lobby & Ambulance, Employee Entrance, and MRI entrance
Bon Secours Community Hospital (BSCH)	Twice Monthly	All Interior/Exterior entryway glass including but not limited to: Main and ED entrances. Interior and exterior of ED waiting room glass; Dr.'s entrance.
Schervier Pavilion	Twice Annually	All exterior windows
	Twice Monthly	All Interior/Exterior entryway glass
Mt. Alverno	Twice annually	All exterior windows
	Twice monthly	All Interior/Exterior entry way glass

As needed Services: In addition to the Window Cleaning Service for the above Entity/Sites, contingent line item pricing is sought for the following owner directed services:

9. Removal of efflorescence.
10. Caulk and point failed joints and application of penetrating sealant.
11. Chemical Washing.
12. Glass Restoration.
13. Pressure Washing.

K. EMERGENCY RESPONSE

14. All emergency service calls shall be responded to within one (1) hour of the call for service. For the purpose of this Contract, “responded to” shall mean arrival at job site prepared to resolve the emergency. All labor for such emergency calls shall be included in the base contract price.
15. At a minimum, the Contractor shall be assessed damages in the dollar amount equal to the overtime hourly rate payable for services rendered hereunder for each hour, or part of an hour, beyond the maximum response time set forth herein that the Contractor fails to respond to an emergency service call. In the even the Contractor fails to respond within the maximum response time, the Corporation, in its sole discretion, may elect to arrange for provision of emergency service from a source other than the Contractor. In such event, the Corporation shall immediately notify the Contractor verbally of such election, and the Contractor shall be liable for the cost to the Corporation for providing coverage. Said damages shall be assessed as a deduction from payments otherwise due and payable to the Contractor for providing services pursuant to this agreement.
16. The number of emergency calls to which the Contractor must respond to is unlimited.

L. COORDINATION OF SERVICES

17. Contractor shall adjust service schedules to be acceptable to the needs of the Corporation. The Corporation, at its sole discretion may determine the acceptability of scheduling. The Corporation reserves the right to adjust any and all schedules. Contractor may at times be requested to stop the provision of services in specific areas after work has commenced.
18. After award of contract, all reports, notifications, applications, SDS forms, safety documentation, etc. shall be directed only through the Corporation’s representative or designee.
19. With the exception of safety issues, Contractor shall accept verbal directions only from the designated Corporation’s Representative or designee.

M. SCOPE OF SERVICES – HEALTH ALLIANCE OF THE HUDSON VALLEY (“HAHV”) / Window Cleaning Service:

1. The Corporation proposes to contract window cleaning of all exterior windows and all entryway glass throughout the buildings on the Health Alliance of the Hudson Valley (“HAHV”) campuses as outlined and specified below. The successful bidder shall provide all labor, materials, cleaning supplies, and necessary equipment to perform the services required to achieve expected results on all exterior glass and all interior and exterior glass in the entryways of the facility.

Site 11 **Health Alliance**
396 Broadway, Kingston, NY 12401

Site 12 **Health Alliance**
05 Mary’s Ave, Kingston, NY 12401

*Invoices for Sites 11 & 12 shall be submitted to Accounts Payable, Health Alliance of the Hudson Valley, 396 Broadway Avenue, Kingston, NY 12401.

2. HV's campuses include the following buildings and their corresponding number of floors:
 - i. Health Alliance Broadway Campus – 5 Floors
 - ii. Health Alliance Mary's Avenue Campus – 5 Floors
3. The Contractor shall clean all windows so they are free of streaks, dirt, grime, and are clear and free of smudges.
4. The Contractor shall take precaution and use all means necessary to protect all work areas, structures, carpets, floors, and all surrounding areas from damage, debris, and provide a safe environment in and around the area in which work is being performed.
5. Security of the work area is the responsibility of the contractor during performance of all work whether during normal business hours or after normal business hours.
6. Contractor must clean all work areas and remove and properly dispose of all materials used in the cleaning process.
7. The Corporation expects all buildings windows contained in the scope of this bid document to be cleaned and maintained at a level commensurate with the highest standards of professional window cleaning service.
8. The Contractor shall be responsible for any and all damage caused to the building façade, windows, glass, and/or the campus in the event that the damage is a result of work completed in accordance with the scope of this agreement.

N. CLEANING FREQUENCIES

The minimum service frequencies provided will be as follows:

SITES 11 & 12

BUILDING	FREQUENCY	DESCRIPTION OF SERVICES
Health Alliance – Broadway Campus	Twice Annually	All exterior windows
	Twice Monthly	All Interior/Exterior entryway glass including but not to main/lobby, ER-Lobby, Ambulance entrance, etc.
Health Alliance – Mary's Avenue Campus	Twice Annually	All exterior windows
	Twice Monthly	All Interior/Exterior entryway glass including but not limited to main/lobby- ER-Lobby, Ambulance entrance, etc.

As needed Services: In addition to the Window Cleaning Service for the above Entity/Sites, contingent line item pricing is sought for the following owner directed services:

9. Removal of efflorescence.
10. Caulk and point failed joints and application of penetrating sealant.
11. Chemical Washing.
12. Glass Restoration.
13. Pressure Washing.

O. EMERGENCY RESPONSE

14. All emergency service calls shall be responded to within one (1) hour of the call for service. For the purpose of this Contract, "responded to" shall mean arrival at job site prepared to resolve the emergency. All labor for such emergency calls shall be included in the base contract price.
15. At a minimum, the Contractor shall be assessed damages in the dollar amount equal to the overtime hourly rate payable for services rendered hereunder for each hour, or part of an hour, beyond the maximum response time set forth herein that the Contractor fails to respond to an emergency service call. In the event the Contractor fails to respond within the maximum response time, the Corporation, in its sole discretion, may elect to arrange for provision of emergency service from a source other than the Contractor. In such event, the Corporation shall immediately notify the Contractor verbally of such election, and the Contractor shall be liable for the cost to the Corporation for providing coverage. Said damages shall be assessed as a deduction from payments otherwise due and payable to the Contractor for providing services pursuant to this agreement.
16. The number of emergency calls to which the Contractor must respond to is unlimited.

P. COORDINATION OF SERVICES

17. Contractor shall adjust service schedules to be acceptable to the needs of the Corporation. The Corporation, at its sole discretion may determine the acceptability of scheduling. The Corporation reserves the right to adjust any and all schedules. Contractor may at times be requested to stop the provision of services in specific areas after work has commenced.
18. After award of contract, all reports, notifications, applications, SDS forms, safety documentation, etc. shall be directed only through the Corporation's representative or designee.
19. With the exception of safety issues, Contractor shall accept verbal directions only from the designated Corporation's Representative or designee.

SECTION IV
BID FORMS
FOR INVITATION FOR BIDS # 2854
COMPREHENSIVE WINDOW CLEANING SERVICES AND BUILDING
FAÇADE CLEANING SERVICES

A. BIDDER'S QUESTIONNAIRE AND INFORMATION

Failure of any Bidder to timely certify or to disclose accurate and complete information or the submission of any intentionally false or intentionally incomplete certification may result in the rejection of the Bid, any contract award, or if a contract has been executed, the immediate termination of the contract.

1. COMPANY NAME:

2. COMPANY ADDRESS:

3. COMPANY CONTACT:

4. PHONE NUMBER & FACSIMILE NUMBER:

5. FEDERAL ID OR SOCIAL SECURITY NUMBER:

6. HOW MANY YEARS HAS THE FIRM BEEN IN BUSINESS?

7. PLEASE RESPOND TO ALL QUESTIONS BELOW IN THE SPACES PROVIDED

List at least three comparable accounts for which you currently provide the same services.
--

(1)
Name: _____
Business Contact: _____
Address: _____
Telephone Number: _____
Years of Service: _____
Brief Description: _____

(2)
Name: _____
Business Contact: _____
Address: _____
Telephone Number: _____
Years of Service: _____
Brief Description: _____

(3)
Name: _____
Business Contact: _____
Address: _____
Telephone Number: _____
Years of Service: _____
Brief Description: _____

(4)
Name: _____
Business Contact: _____
Address: _____
Telephone Number: _____
Years of Service: _____
Brief Description: _____

List all lost accounts in which service, for whatever reason, were ended within the last two years and provide the names, contact persons, addresses, telephone numbers, years of service and brief description of services and reason for termination.

(1)
Name: _____
Business Contact: _____
Address: _____
Telephone Number: _____
Years of Service: _____
Brief Description: _____
Reason for Termination: _____

(2)
Name: _____
Business Contact: _____
Address: _____
Telephone Number: _____
Years of Service: _____
Brief Description: _____
Reason for Termination: _____

<p>(3)</p> <p>Name: _____</p> <p>Business Contact: _____</p> <p>Address: _____</p> <p>Telephone Number: _____</p> <p>Years of Service: _____</p> <p>Brief Description: _____</p> <p>Reason for Termination: _____</p>
<p>(4)</p> <p>Name: _____</p> <p>Business Contact: _____</p> <p>Address: _____</p> <p>Telephone Number: _____</p> <p>Years of Service: _____</p> <p>Brief Description: _____</p> <p>Reason for Termination: _____</p>
<p>(5)</p> <p>Name: _____</p> <p>Business Contact: _____</p> <p>Address: _____</p> <p>Telephone Number: _____</p> <p>Years of Service: _____</p> <p>Brief Description: _____</p> <p>Reason for Termination: _____</p>
<p>(6)</p> <p>Name: _____</p> <p>Business Contact: _____</p> <p>Address: _____</p> <p>Telephone Number: _____</p> <p>Years of Service: _____</p> <p>Brief Description: _____</p> <p>Reason for Termination: _____</p>
<p>(7)</p> <p>Name: _____</p> <p>Business Contact: _____</p> <p>Address: _____</p> <p>Telephone Number: _____</p> <p>Years of Service: _____</p> <p>Brief Description: _____</p> <p>Reason for Termination: _____</p>
<p>(8)</p> <p>Name: _____</p> <p>Business Contact: _____</p> <p>Address: _____</p> <p>Telephone Number: _____</p> <p>Years of Service: _____</p> <p>Brief Description: _____</p> <p>Reason for Termination: _____</p>

8. Please provide copies of OSHA citations received and any explanatory information or documentation.

OWNERSHIP, MANAGEMENT, AFFILIATION

9. Identify each person who is, or has been within the past five years, an owner of 5.0% or more of the firm's shares, or one of the five largest shareholders or a director, an officer, a partner or a proprietor. Joint ventures: provide information for all firms involved. Fill in name, % owned, office held; indicate by checking Yes or No whether director, officer or partner:

First Name	Last Name	Date of Birth	% Owned	Director		Officer		Title	Partner	
				Yes	No	Yes	No		Yes	No

10. Identify any other firms in which, now or in the past five years, the firm or any of the individuals listed in question six above, either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or as a director, officer, partner or proprietor of said other firm:

Federal ID No.	% Owned	Firm/Company Name	Firm/Company Address

11. Identify any affiliate not listed in your answers to questions 9 and 10. For purposes of this question your firm and another are affiliates when, either directly or indirectly, one controls or has the power to control the other, or a third party or parties controls, or has the power to control both:

Federal Id No.	Company Name	Address

13. Identify any and all shareholders, directors, officers, owners, partners, or proprietors in common between your firm and any firm listed in response to questions 9, 10 or 11:

Federal ID No.	First Name, Last Name	Position	Other Firm

--	--	--	--

14. Average Sales for Firm's Previous 3 Fiscal Years

Gross Sales for Firm's Previous 3 Fiscal Years:		Estimated total value of uncompleted work on outstanding contracts)	
YEAR	Amount	YEAR	Amount

15. Has the firm, or any firm listed in response to questions 9, 10 or 11, defaulted or been terminated on, or had its surety called upon to complete, any contract awarded within the past five years? NO YES

If YES, give date(s), customer(s), project(s), and describe including the result:

16. For all contracts within the past five (5) years list and describe all liens or claims over \$25,000 filed against the firm and remaining undischarged or unsatisfied for more than 90 days;

FINANCIAL INFORMATION

17. Attach a copy of the firm's most recent annual financial statement and accompanying notes or complete the attached Financial Questionnaire.

18. For the purpose of this Bid, is any other person, or entity guaranteeing the performance of, or otherwise providing financial assistance to your company? If so, state the form of assistance and list the name/firm and federal tax identification of each person or entity.

Form of Assistance	Individual Name	Company Name	Federal ID No.	Address

OTHER INFORMATION

19. Within the past five years has the firm, any affiliate, any predecessor company or entity, or any person identified in question 10 above been the subject of any of the following: (respond to each question and describe in detail the circumstances of each affirmative answer; attach additional pages if necessary):

A.	A judgment of conviction for any business-related conduct constituting a crime under local, state or federal law?	Yes	No
B.	A criminal investigation or indictment for any business-related conduct constituting a crime under local, state or federal law?		
C.	A grant of immunity for any business-related conduct constituting a crime under local, state or federal law?		
D.	A federal, state or local suspension or debarment?		
E.	A rejection of any bid for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?		
F.	A rejection of any proposed subcontract for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?		
G.	An OSHA Citation and Notification of Penalty containing a violation classified as serious?		
H.	An OSHA Citation and Notification of Penalty containing a violation classified as willful?		
I.	A prevailing wage or supplement payment violation?		
J.	A State Labor Law violation deemed willful?		
L.	Any other federal, state or local citations, Notices, violation orders, pending administrative hearings or proceedings or determinations of a violation of any labor law or regulation?		
M.	A consent order with the NYS Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws?		
N.	Any bankruptcy proceeding?		
O.	Any suspension or revocation of any business or professional license?		
P.	Any citations, Notices, violation orders, pending administrative hearings or proceedings or determinations of a violation of		
	Federal, state or local health laws, rules or regulations?		
	Unemployment insurance or workers compensation coverage or claim requirements		
	Federal, state or local human rights laws		

**FINANCIAL QUESTIONNAIRE
(In lieu of Audited Financial Statements)**

As of (date): _____

	<u>ASSETS</u>	
Current Assets		
1. Cash		\$ _____
2. Accounts receivable - less allowance for doubtful accounts	\$ _____	
Retainers included in accounts receivable	_____	
Claims included in accounts receivable not yet approved or in litigation	_____	
Total accounts receivable	_____	
3. Notes receivable - due within one year		_____
4. Inventory - materials		_____
5. Contract costs in excess of billings on uncompleted contracts		_____
6. Accrued income receivable		
Interest	_____	
Other (list) _____	_____	
_____	_____	
Total accrued income receivable	_____	
7. Deposits		
Bid and plan _____	_____	
Other (list) _____	_____	
_____	_____	
Total deposits		_____
8. Prepaid Expenses		
Income Taxes	_____	
Insurance	_____	
Other (list) _____	_____	
_____	_____	
Total prepaid expenses	_____	

9. Other current Assets

(list) _____

Total other current assets

10. Total Current Assets

\$ _____

11. Investments

Listed securities-present market value

Unlisted securities-present value

Total investments

\$ _____

12. Fixed Assets

Land

Building and improvements

Leasehold Improvements

Machinery and equipment

Automotive equipment

Office furniture and fixtures

Other (list) _____

Total

\$ _____

Less: accumulated depreciation

Total fixed assets - net

13. Other Assets

Loans receivable - officers

- employees

- shareholder

Cash surrender value of officers' life insurance

Organization expense - net of amortization

Notes receivable - due after one year

Other (list) _____

Total Other Assets

14. TOTAL ASSETS

=====

LIABILITIES

Current Liabilities

15. Accounts payable		\$ _____	
16. Loans from shareholders - due within one year		_____	
17. Notes payable - due within one year		_____	
18. Mortgage payable - due within one year		_____	
19. Other payables - due within one year			
(list) _____	\$ _____		
_____	_____		
Total other payables - due within one year		_____	
20. Billings in excess of costs and estimated earning		_____	
21. Accrued expenses payable - salaries and wages		_____	
- payroll taxes		_____	
- employees' benefits		_____	
- insurance		_____	
- other		_____	
Total accrued expenses payable		_____	
22. Dividends payable		_____	
23. Income taxes payable			
- state		_____	
- federal		_____	
- other		_____	
Total income taxes payable		_____	
24. Total Current Liabilities			\$ _____
25. Deferred Income Taxes Payable			
- state		_____	
- federal		_____	
- other		_____	
Total deferred income taxes			_____
26. Long Term Liabilities			
Loans from shareholders - due after one year		_____	
Notes payable - due after one year		_____	
Mortgage - due after one year		_____	
Other payables - due after one year		_____	

(list) _____

Total long term liabilities

27. Other Liabilities

(list) _____

Total other liabilities

28. TOTAL LIABILITIES

=====

NET WORTH

29. Net Worth (if proprietorship or partnership)		\$ _____
30. Stockholders' Equity		
Common stock issued and outstanding	\$ _____	
Preferred stock issued and outstanding	_____	
Retaining earnings	_____	
Total	_____	
Less: Treasury stock	_____	
31. TOTAL STOCKHOLDERS' EQUITY		_____
32. TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY		=====

NOTE: IF ADDITIONAL SPACE IS REQUIRED, PLEASE NOTE AND ATTACH SCHEDULE TO STATEMENT

Dated this _____ day of _____, 20__ .

Name of Company

By: _____
Signature

Print Name & Title

BID PRICING FORM (CONTRACT NO. 2854) – PBC SITE - WMC

THE PRICES QUOTED IN THIS BID FORM, IF ACCEPTED SHALL BE CONSIDERED FIXED, UN-ADJUSTABLE PRICES FOR THE TERM OF THE AWARD AND THE SUBSEQUENT AGREEMENT.

SITE 1 - WMC VALHALLA CAMPUS – LUMP SUM BID

BUILDING	FREQUENCY¹	DESCRIPTION OF SERVICES	BID
Ambulatory Care Pavilion	Twice Annually	All exterior windows in Courtyard	\$
		All exterior windows	\$
	Twice Monthly	Interior/exterior entryway Glass	\$
Total Ambulatory Care Pavilion Bid:			\$
Main Hospital	Twice Annually	All exterior windows	\$
	Twice Monthly	All interior/exterior entryway glass including: main entrance, North employee entrance, South Emergency Exit/Entrance	\$
	Twice Monthly	Exterior of East and West low rise corridor glass, both 1 st and 2 nd floors	\$
Total Main Hospital Tower Bid:			\$
Maria Fareri Children’s Hospital	Twice Annually	All exterior windows, including inside and outside of large lobby multi-story glass	\$
	Twice Monthly	All interior/exterior entryway glass including main entrance, all Emergency department entrances, exterior glass adjacent to Children’s Surgery Waiting room, and exterior glass of “Doll of the World Corridor” glass, Courtyard 3 rd Floor	\$
Total Maria Fareri Children’s Hospital Bid:			\$
Macy Pavilion	Twice annually	All exterior windows, including all courtyards	\$
	Twice monthly	Interior/exterior entryway in back of Macy Pavilion to the Cardiology Suite, and Entryway to Radiation Medicine hallway.	\$
Total Macy Pavilion Bid:			\$
The Behavioral Health Center	Twice Annually	All exterior windows	\$
	Twice Monthly	Main interior/exterior entryway glass and all entrance windows	\$
Total Behavioral Health Center Bid:			\$
The Taylor Pavilion	Twice Annually	All exterior windows	\$

¹ Frequency refers to the number of times service will be performed during each year of the contract term.

	Twice Monthly	Taylor Pavilion interior/exterior main entrance and Media Room exterior windows, Taylor Care Conference Center windows and glass doors, Boardroom windows, all executive conference room windows	\$
Total Taylor Pavilion Bid:			\$
Ronald McDonald House	Twice Annually	All exterior windows	\$
	Twice Monthly	Interior/exterior entryway glass and exterior and interior Atrium windows	\$
Total Ronald McDonald House Bid:			\$
Cedarwood	Twice Annually	All exterior windows	\$
	Twice Monthly	All interior/exterior entryway glass including front and back entrances.	\$
Total Cedarwood Bid:			\$
1.A TOTAL LUMP SUM BID WINDOW WASHING FOR ABOVE			\$
1.B. PRESSURE WASHING BID			
Ambulatory Care Pavilion	Up To Twice Annual	Pressure wash building façade and awnings	\$ /single wash
Maria Fareri Children's Hospital	Up to Twice Annual	Pressure wash building façade	\$ /single wash
TOTAL LUMP SUM BID PRESSURE WASHING FOR ABOVE			\$

**UNIT PRICE BIDS FOR SUPPLEMENTAL SERVICES
TO BE PERFORMED IN CORPORATION'S SOLE DISCRETION**

Please quote below your best Unit Prices as set forth below for window cleaning services described in this Bid Specification.

Note (owner directed contingent services): *The Unit Prices quoted below, if accepted, shall be considered guaranteed, un-adjustable prices for the term of the award and the subsequent agreement, regardless of the quantity of equipment, material or services actually used or purchased. No exclusive rights shall be granted, nor are any guarantees, promises or representations of any minimum amount of equipment, material or Services given nor are any to be inferred from this bid, if accepted. The Bidder hereby waives any and all claims to lost or anticipated profits should his/her bid be accepted based on the Corporation's failure to use or purchase equipment, material or services.*

Optional ad hoc work hourly rate

1.C. Removal of efflorescence (Rate: per sq. foot)	\$
Caulking and pointing of failed joints (Rate: per sq. foot)	\$
Application of penetrating sealant (Rate: per sq. foot)	\$
Chemical washing (Rate: per sq. foot)	\$
1.D. Glass Restoration (Rate: per hour) (include T&M on page B-7 of bid form)	\$
1.E. Pressure Washing Ad Hoc Services (Rate: per sq. foot)	\$

BID PRICING FORM (CONTRACT NO. 2854) – PBC SITE - MHRH

SITE 2 - MHRH CAMPUS– LUMP SUM BID

THE PRICES QUOTED IN THIS BID FORM, IF ACCEPTED SHALL BE CONSIDERED FIXED, UN-ADJUSTABLE PRICES FOR THE TERM OF THE AWARD AND THE SUBSEQUENT AGREEMENT.

BUILDING	FREQUENCY	DESCRIPTION OF SERVICES	BID
Cooke Tower	Twice Annually	All exterior windows	\$
	Twice Monthly	All interior/exterior entryway glass including front and back entrance of Cooke.	\$
Total Cooke Tower Bid:			\$
<hr/>			
Spellman Tower	Twice Annually	All exterior windows	\$
	Twice Monthly	All interior/exterior entryway glass	\$
Total Spellman Tower Bid:			\$
<hr/>			
Neumann Tower	Twice Annually	All exterior windows	\$
	Twice Monthly	All interior/exterior entryway glass including: Main ED entrance and EMS entrance. Interior and exterior of ED waiting room glass	\$
Total Neumann Tower Bid:			\$
<hr/>			
Thorne Tower	Twice Annually	All exterior windows	\$
	Twice Monthly	All interior/exterior entryway glass	\$
Total Throne Tower Bid:			
<hr/>			
Roosevelt Tower	Twice annually	All exterior windows	\$
	Twice monthly	All interior/exterior entryway glass	\$
Total Roosevelt Tower Bid:			
<hr/>			
Convent	Twice Annually	All exterior windows	\$
	Twice Monthly	Main interior/exterior entryway glass and all entrance windows	\$
Total Convent Bid :			\$
<hr/>			
SPD Warehouse Building	Annually	All exterior windows and	\$
		entryway glass	\$

Total SPD Warehouse Bid:			\$
<hr/>			
3 Cooke House	Annually	All exterior windows and entryway glass	\$
Total 3 Cooke House Bid			\$
<hr/>			
7 Cooke House	Annually	All exterior windows and entryway glass	\$
Total 7 Cooke House			\$
<hr/>			
Boiler Plant	Annually	All exterior windows and entryway glass	\$
Total Boiler Plant Bid:			\$
<hr/>			
2.A.	TOTAL LUMP SUM BID WINDOW WASHING FOR ABOVE		\$
<hr/>			
2.B. PRESSURE WASHING BID			
Cooke Tower	Up To Twice Annual	Pressure wash building façade and awnings	\$ /single wash
Spellman Tower	Up To Twice Annual	Pressure wash building façade and awnings	\$ /single wash
TOTAL LUMP SUM BID PRESSURE WASHING FOR ABOVE			\$

**UNIT PRICE BIDS FOR SUPPLEMENTAL SERVICES
TO BE PERFORMED IN CORPORATION'S SOLE DISCRETION**

Please quote below your best Unit Prices as set forth below for window cleaning services described in this Bid Specification.

Note (owner directed contingent services): The Unit Prices quoted below, if accepted, shall be considered guaranteed, un-adjustable prices for the term of the award and the subsequent agreement, regardless of the quantity of equipment, material or services actually used or purchased. No exclusive rights shall be granted, nor are any guarantees, promises or representations of any minimum amount of equipment, material or Services given nor are any to be inferred from this bid, if accepted. The Bidder hereby waives any and all claims to lost or anticipated profits should his/her bid be accepted based on the Corporation's failure to use or purchase equipment, material or services..

2.C. Removal of efflorescence (Rate: per sq. foot)	\$
Caulking and pointing of failed joints (Rate: per sq. foot)	\$
Application of penetrating sealant (Rate: per sq. foot)	\$
Chemical washing (Rate: per sq. foot)	\$

2.D. Glass Restoration (Rate: per hour) (include T&M on page B-7 of bid form)	
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2.E. Pressure Washing Ad Hoc Services (Rate: per sq. foot)	\$
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B-3. BID PRICING FORM (CONTRACT NO. 2854) – VOLUNTARY SITE – HUDSON VALLEY PROPERTY HOLDINGS BUILDINGS

THE PRICES QUOTED IN THIS BID FORM, IF ACCEPTED SHALL BE CONSIDERED FIXED, UN-ADJUSTABLE PRICES FOR THE TERM OF THE AWARD AND THE SUBSEQUENT AGREEMENT.

BUILDING	FREQUENCY	DESCRIPTION OF SERVICES	BID
Atrium Tower	Twice annually	All exterior windows	\$
	Twice monthly	All interior/exterior entryway glass	\$
3.A. TOTAL LUMP SUM BID WINDOW WASHING FOR ABOVE			\$
2.B. PRESSURE WASHING BID			
Atrium Tower	Up To Twice Annual	Pressure wash building façade and awnings	\$ /single wash
TOTAL LUMP SUM BID PRESSURE WASHING FOR ABOVE			\$

**UNIT PRICE BIDS FOR SUPPLEMENTAL SERVICES
TO BE PERFORMED IN CORPORATION’S SOLE DISCRETION**

Please quote below your best Unit Prices as set forth below for window cleaning services described in this Bid Specification.

Note (owner directed contingent services): The Unit Prices quoted below, if accepted, shall be considered guaranteed, un-adjustable prices for the term of the award and the subsequent agreement, regardless of the quantity of equipment, material or services actually used or purchased. No exclusive rights shall be granted, nor are any guarantees, promises or representations of any minimum amount of equipment, material or Services given nor are any to be inferred from this bid, if accepted. The Bidder hereby waives any and all claims to lost or anticipated profits should his/her bid be accepted based on the Corporation’s failure to use or purchase equipment, material or services..

3.C. Removal of efflorescence (Rate: per sq. foot)	\$
Caulking and pointing of failed joints (Rate: per sq. foot)	\$
Application of penetrating sealant (Rate: per sq. foot)	\$
Chemical washing (Rate: per sq. foot)	\$

3.D. Glass Restoration (Rate: per hour) (include T&M on page B-7 of bid form)	
--	--

3.E. Pressure Washing Ad Hoc Ser (Rate: sq. foot)	\$
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B-4. BID PRICING FORM (CONTRACT NO. 2854) - VOLUNTARY SITE - MIDHUDSON EARLY EDUCATION CENTER BUILDINGS

THE PRICES QUOTED IN THIS BID FORM, IF ACCEPTED SHALL BE CONSIDERED FIXED, UN-ADJUSTABLE PRICES FOR THE TERM OF THE AWARD AND THE SUBSEQUENT AGREEMENT.

BUILDING	FREQUENCY	DESCRIPTION OF SERVICES	BID
Site 4 - Martha Lawrence	Twice Annually	All exterior windows	\$
	Once Monthly	All interior/exterior entryway glass	\$
Total Martha Lawrence Lump Sum Bid:			\$
Site 5 -Panichi Center	Twice Annually	All exterior windows	\$
	Once Monthly	All interior/exterior entryway glass	\$
Total Panichi Center Lump Sum Bid:			\$
4.A. TOTAL LUMP SUM BID WINDOW WASHING FOR ABOVE			\$

**UNIT PRICE BIDS FOR SUPPLEMENTAL SERVICES
TO BE PERFORMED IN CORPORATION'S SOLE DISCRETION**

Please quote below your best Unit Prices as set forth below for window cleaning services described in this Bid Specification.

Note (owner directed contingent services): The Unit Prices quoted below, if accepted, shall be considered guaranteed, un-adjustable prices for the term of the award and the subsequent agreement, regardless of the quantity of equipment, material or services actually used or purchased. No exclusive rights shall be granted, nor are any guarantees, promises or representations of any minimum amount of equipment, material or Services given nor are any to be inferred from this bid, if accepted. The Bidder hereby waives any and all claims to lost or anticipated profits should his/her bid be accepted based on the Corporation's failure to use or purchase equipment, material or services..

4.B. Removal of efflorescence (Rate: per sq. foot)	\$
Caulking and pointing of failed joints (Rate: per sq. foot)	\$
Application of penetrating sealant (Rate: per sq. foot)	\$
Chemical washing (Rate: per sq. foot)	\$
4.C. Glass Restoration (Rate: per hour) (include T&M on page B-7 of bid form)	
4.D. Pressure Washing Ad Hoc Services (Rate: per sq. foot)	\$

B-5. BID PRICING FORM (CONTRACT NO. 2854) – VOLUNTARY SITE – BON SECOURS CHARITY HEALTH SYSTEM BUILDINGS

THE PRICES QUOTED IN THIS BID FORM, IF ACCEPTED SHALL BE CONSIDERED FIXED, UN-ADJUSTABLE PRICES FOR THE TERM OF THE AWARD AND THE SUBSEQUENT AGREEMENT.

BUILDING	FREQUENCY	DESCRIPTION OF SERVICES	BID
Site 6 -Good Samaritan Hospital (GSH)	Twice Annually	All exterior windows	\$
	Twice Monthly	All interior/exterior entryway glass including but not to main/lobby, ER-Lobby, Ambulance entrance , and Dr. Entrance	\$
Site 8 - Saint Anthony's Community Hospital (SACH)	Twice Annually	All exterior windows	\$
	Twice Monthly	All interior/exterior entryway glass including but not limited to main/lobby- (doorway and rotating), ER-Lobby & Ambulance, Employee Entrance, and MRI entrance	\$
Site 7 - Bon Secours Community Hospital (BSCH)	Twice Annually	All exterior windows	\$
	Twice Monthly	All interior/exterior entryway glass including but not limited to: Main and ED entrances. Interior and exterior of ED waiting room glass; Dr.'s entrance.	\$
Site 10 - Schervier Pavilion	Twice Annually	All exterior windows	\$
	Twice Monthly	All interior/exterior entryway glass	\$
Site 9 - Mt. Alverno	Twice annually	All exterior windows	\$
	Twice monthly	All interior/exterior entryway glass	\$
5.A. TOTAL LUMP SUM WINDOW WASHING BID FOR ABOVE			\$

**UNIT PRICE BIDS FOR SUPPLEMENTAL SERVICES
TO BE PERFORMED AT CORPORATION'S SOLE OPTION
AND IN CORPORATION'S SOLE DISCRETION**

Please quote below your best Unit Prices as set forth below for window cleaning services described in this Bid Specification.

***Note (owner directed contingent services):**The Unit Prices quoted below, if accepted, shall be considered guaranteed, un-adjustable prices for the term of the award and the subsequent agreement, regardless of the quantity of equipment, material or services actually used or purchased. No exclusive rights shall be granted, nor are any guarantees, promises or representations of any minimum amount of equipment, material or Services given nor are any to be inferred from this bid, if accepted . The Bidder hereby waives any and all claims to lost or anticipated profits should his/her bid be accepted based on the Corporation's failure to use or purchase equipment, material or services..*

5B. Removal of efflorescence (Rate: per sq. foot)	\$
Caulking and pointing of failed joints (Rate: per sq. foot)	\$
Application of penetrating sealant (Rate: per sq. foot)	\$

Chemical washing (Rate: per sq. foot)	\$
5.C. Glass Restoration (Rate: per hour) (include T&M on page B-7 of bid form)	\$
5.D. Pressure Washing Ad Hoc Services (Rate: per sq. foot)	\$

**B-6. BID PRICING FORM (CONTRACT NO. 2854) – VOLUNTARY SITE –
HEALTH ALLIANCE OF THE HUDSON VALLEY, INC. BUILDINGS**

THE PRICES QUOTED IN THIS BID FORM, IF ACCEPTED SHALL BE CONSIDERED FIXED, UN-ADJUSTABLE PRICES FOR THE TERM OF THE AWARD AND THE SUBSEQUENT AGREEMENT.

BUILDING	FREQUENCY	DESCRIPTION OF SERVICES	BID
Site 11 - Health Alliance – Broadway Campus	Twice Annually	All exterior windows	\$
	Twice Monthly	All interior/exterior entryway glass including but not to main/lobby, ER-Lobby, Ambulance entrance, etc.	\$
Site 12 - Health Alliance – Mary's Avenue Campus	Twice Annually	All exterior windows	\$

Twice Monthly	All entryway glass including but not to main/lobby, ER-Lobby, Ambulance entrance, etc.	\$
6.A. TOTAL LUMP SUM WINDOW WASHING BID FOR ABOVE		\$

**UNIT PRICE BIDS FOR SUPPLEMENTAL SERVICES
TO BE PERFORMED IN CORPORATION'S SOLE DISCRETION**

Please quote below your best Unit Prices as set forth below for window cleaning services described in this Bid Specification.

***Note (owner directed contingent services):**The Unit Prices quoted below, if accepted, shall be considered guaranteed, un-adjustable prices for the term of the award and the subsequent agreement, regardless of the quantity of equipment, material or services actually used or purchased. No exclusive rights shall be granted, nor are any guarantees, promises or representations of any minimum amount of equipment, material or Services given nor are any to be inferred from this bid, if accepted. The Bidder hereby waives any and all claims to lost or anticipated profits should his/her bid be accepted based on the Corporation's failure to use or purchase equipment, material or services..*

6B. Removal of efflorescence (Rate: per sq. foot)	\$
Caulking and pointing of failed joints (Rate: per sq. foot)	\$
Application of penetrating sealant (Rate: per sq. foot)	\$
Chemical washing (Rate: per sq. foot)	\$
6.C. Glass Restoration (Rate: per hour) (include T&M on page B-7 of bid form)	\$
6.D. Pressure Washing Ad Hoc Services (Rate: per sq. foot)	\$

C. BIDDERS DECLARATIONS AND NON-COLLUSIVE CERTIFICATE

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- A. All information identified in this bid is true, accurate and complete; and
- B. The prices in this bid have been arrived at independently, without collusion, consultation, communication or agreement for the purpose of restricting competition, as too any matter relating to such prices with any other Bidder or with any competitor, and
- C. Unless otherwise required by law, the prices that have been quoted in this bid have not been knowingly disclosed by the Bidder prior to the opening, directly or indirectly, to any other competitor, and
- D. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- E. Bidder has informed itself fully of the conditions relating to the Services to be performed and acknowledges that the failure to do so will not relieve a successful bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the contract documents and to complete the contemplated Services for the consideration set forth in his bid.
- F. The undersigned bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form referenced in the bidding documents and to perform all Services as specified or indicated in the bidding documents for the prices and within the times indicated in this bid and in accordance with the other terms and conditions of the bidding documents.
- G. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Services.
- H. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Services.
- I. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Contract Documents.
- J. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Services or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- K. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Services at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- L. Bidder is aware of the general nature of Services to be performed by Corporation and others at the Site that relates to the Services as indicated in the Bidding Documents.
- M. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the bidding documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- N. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Services for which this Bid is submitted.
- O. Bidder has examined and carefully studied the Bidding Documents; the other related data identified in the Bidding Documents, and the following Addenda, receipt of all of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Name of Bidder: _____

Bidder Address: _____

Print Name and Title of Person Submitting this Form: _____

By: _____

Date: _____

D. Disclosure of Prior Non-Responsibility Determinations
NEW YORK STATE FINANCE LAW § 139-j AND § 139-k

In accordance with New York State Finance Law § 139-k, a Bidder must disclose whether it has been subject to a finding of non-responsibility within the previous four (4) years by a Government Entity² due to: (a) a violation of New York State Finance Law § 139-j; or (b) the intentional provision of false or incomplete information to a Governmental Entity. This form is to be completed and submitted by the individual or entity seeking to enter into a contract pursuant to this IFB.

Name of Bidder: _____

Bidder Address: _____

Name and Title of Person Submitting this Form: _____

Date: _____

1. Has any Government Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the contract awarded in connection with this procurement in the previous four (4) years?

Yes__

No__

If yes, please answer the following questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law § 139-j?

Yes__

No__

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?

Yes__

No__

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below:

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)

Signature: _____

E. State Finance Law Affirmation

NEW YORK STATE FINANCE LAW § 139-j AND § 139-k

The Bidder hereby affirms that:

1. The Bidder understands and agrees to comply with the procedures of Corporation relating to restricted communications during the procurement process as required by New York State Finance Law §§ 139-j(3) and 139(j)(6)(b); and
2. All information provided to Corporation by Bidder in response to this IFB, including but not limited to information concerning compliance with New York State Finance Law § 139-j and § 139-k, is complete, true, and accurate.

By: _____ Date: _____
Signature

Name: _____

Title: _____

Bidder Name: _____

Bidder Address: _____

F. Diversity Practices Questionnaire

I, _____, as _____ (title) of _____ firm or company (hereafter referred to as the company), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge:

1. Does your company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives? Yes or No

If Yes, provide the name, title, description of duties, and evidence of initiatives performed by this individual or individuals.

2. What percentage of your company's gross revenues (from your prior fiscal year) was paid to New York State certified minority and/or women-owned business enterprises as subcontractors, suppliers, joint-venturers, partners or other similar arrangement for the provision of goods or services to your company's clients or customers?

3. What percentage of your company's overhead (i.e. those expenditures that are not directly related to the provision of goods or services to your company's clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified minority- and women-owned business enterprises as suppliers/contractors?³

4. Does your company provide technical training⁴ to minority- and women-owned business enterprises? Yes or No

If Yes, provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of minority- and women-owned business enterprises participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

5. Is your company participating in a government approved minority- and women-owned business enterprise mentor-protégé program?

If Yes, identify the governmental mentoring program in which your company participates and provide evidence demonstrating the extent of your company's commitment to the governmental mentoring program.

6. Does your company include specific quantitative goals for the utilization of minority- and women-owned business enterprises in its non-government procurements? Yes or No

If Yes, provide a description of such non-government procurements (including time period, goal, scope and dollar amount) and indicate the percentage of the goals that were attained.

7. Does your company have a formal minority- and women-owned business enterprise supplier diversity program? Yes or No

If Yes, provide documentation of program activities and a copy of policy or program materials.

8. Does your company plan to enter into partnering or subcontracting agreements with New York State certified minority- and women-owned business enterprises if selected as the successful respondent? Yes or No If Yes, complete an Utilization Plan (Form Available Upon Request)

Signature of Owner/Official

Printed Name of Signatory

Title

Name of Business

Address

City, State, Zip



Westchester
MEDICAL CENTER

G. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES QUESTIONNAIRE

Solicitation:

As part of WMC Health’s program to encourage the participation of minority and women owned business enterprises (“M/WBEs”), we request that you answer the questions listed below. If you do not respond, we will assume that you are not an M/WBE.

A minority owned business enterprise is defined as a business of which 51% or more is owned by minorities or, in the case of a publicly owned business, 51% or more of the voting power in shares of the corporation is owned by minorities. Minorities are defined as Blacks, Hispanics, Asians, American Indians, Eskimos and Aleuts. A women owned business enterprise is defined as a business in which women who are U.S. citizens own at least 51% of the firm, or in the case of a publicly owned business, at least 51% of the stock is owned by citizens or permanent resident aliens who are women.

QUESTIONS:

Name of Business: _____

Address: _____

1. Are you a minority owned business: **Yes** _____ **No** _____

If yes, what is your minority group? **Answer:** _____
If yes, what percentage of ownership or voting authority of your business is held by members of a minority? _____%

2. Are you a women owned business: **Yes** _____ **No** _____

If yes what percentage of ownership or voting authority of your business is held by women? _____%

3. Please provide the name and percentage of ownership held by each minority and/or women owner. **Name of Owner and Percentage Ownership:** _____
Please add additional sheets if necessary. **Name of Owner and Percentage Ownership:** _____

4. Is your business certified as an M/WBE by the New York State Division of Minority and Women-Owned Business Development: **Yes** _____ **No** _____

Name of Business: _____

Signature: _____

(Print Name)

SCHEDULE "F"

Org Chart: Corporate Entities/Site/Facility

CONTRACT # 2854

BID SPECIFICATIONS FOR:

**COMPREHENSIVE WINDOW CLEANING SERVICES; &
BUILDING FAÇADE CLEANING SERVICES**

PUBLIC BENEFIT CORPORATION (PBC) SITES (to be awarded to the lowest responsible bidder):

CORPORATE ENTITY/SITE: Westchester County Health Care Corporation ("WCHCC"), a public benefit corporation organized and existing under the laws of the State of New York, d/b/a:

SITE 1:

Westchester Medical Center ("WMC")
100 Woods Road, Valhalla, NY 10595

FACILITIES:

1. University Hospital Main Tower – 7 Floors;
2. Maria Fareri Children's Hospital – 3 Floors;
3. Macy Pavilion – 2 Floors;
4. Behavioral Health Center [North] – 3 Floors;
5. Taylor Care Pavilion [South] – 3 Floors;
6. Ronald McDonald House – 2 Floors with Atrium Foyer of glass 20' to the peak;
7. Cedarwood – 4 Floors; and
8. Ambulatory Care Pavilion – 8 Floors

SITE 2:

Midhudson Regional Hospital of Westchester Medical Center ("MHRH")
241 North Road, Poughkeepsie, NY

FACILITIES:

1. Medical Center, Poughkeepsie, New York;
2. Cooke Tower – 7 Floors;
3. Spellman Tower – 5 Floors
4. Neumann Tower – 3 Floors;
5. Thorne Tower – 5 Floors;
6. Roosevelt Tower – 5 Floors;
7. Convent – 3 Floors;
8. Boiler Plant – 2 Floors;
9. 7 Cooke House – 2 Floors;
10. 3 Cooke House – 2 Floors; and
11. SPD Warehouse – 2 Floors

VOLUNTARY SITES (to be awarded to the Bidder(s) submitting the Bid that presents the best value for each Voluntary Site as determined in its sole discretion. The successful Bidder(s) for the Voluntary Sites will be notified by letter):

CORPORATE ENTITY: Hudson Valley Property Holdings, LLC, a domestic corporation

SITE 3: The Atrium Tower, D/B/A: Hudson Valley Property Holdings, 241 North Rd., Poughkeepsie, NY 12601

CORPORATE ENTITY/SITE: Mid-Hudson Valley Early Education Center (DBA: Martha Lawrence and Panichi Family Center) a domestic not-for-profit corp.

SITE 4: Martha Lawrence, 23 Spackenkill Road, Poughkeepsie, New York 12601; and

SITE 5: Panichi Family Center, 15 Hastings Drive, Beacon

CORPORATE ENTITIES/SITE: Bon Secours Charity Health Systems, Inc., on behalf of:

- Bon Secours Community Hospital;
- Good Samaritan Hospital of Suffern, N.Y.;
- St. Anthony Community Hospital;
- Villa Frances at the Knolls, Inc. (DBA: Schervier Pavilion); and
- St. Francis Center at the Knolls, Inc. (DBA: Mt. Alverno Center),

Noting that each of the foregoing is a domestic not-for-profit corporation.

SITE 6: Good Samaritan Hospital of Suffern, 255 Lafayette Avenue, Suffern, NY;

SITE 7: Bon Secours Community Hospital, 160 E. Main St., Port Jervis, NY 12771;

SITE 8: St. Anthony Community Hospital, 15 Maple Avenue, Warwick, New York;

SITE 9: Mt. Alverno Center, 20 Grand Street, Warwick, New York 10990; and

SITE 10: Schervier Pavilion, 22 Van Duzer Place, Warwick, NY, 10990

CORPORATE ENTITY/SITE: HealthAlliance Hospital Mary's Avenue Campus (domestic not-for-profit corp.)

SITE 11: Health Alliance, 396 Broadway, Kingston, NY 12401; and

SITE 12: Health Alliance, 05 Mary's Ave, Kingston, NY 12401