

CITY OF BUFFALO REQUEST FOR BIDS

SPECIAL CLEANING SERVICE FOR FIRE DEPARTMENT AUTO GARAGE

BID DUE DATE: December 1, 2023 at 11:00 AM

CONTACT PERSON:

**Dr. Uzo E. Ihenko, Deputy Director of Building Operations
City of Buffalo Division of Building
Department of Public Works, Parks & Streets
Room 604 City Hall
Buffalo, New York 14202**

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PUBLIC NOTICE

Request for Special Cleaning Service at Fire Department Auto Garage

The City of Buffalo is soliciting bids from professional hazardous cleaning service agencies for special cleaning of soot associated with fire and burning of building materials at the Fire Department Auto Garage located at 195 Court Street, Buffalo New York 14202.

The City contemplates entering into an agreement with the successful bidder for the best cost value to remove soot from ceiling and walls in the main garage and tire storage area as stipulated in the bid document.

An optional or none mandatory walk through and pre-bid conference meeting is scheduled for Wednesday November 22, 2023 at 10 AM at 195 Court Street, Auto Garage shop. Please bring with you any question(s) you may have regarding the work scope.

Sealed bids will be received until 11:00 am on December 1, 2023 at the following location:

ATTN: Commissioner of Public Works
City of Buffalo
Department of Public Works, Parks & Streets
Room 502 City Hall
Buffalo, New York 14202

Any bid received after 11:00am on December 1, 2023 will be rejected and returned unopened to sender. The City will not be responsible for delays caused by mail, courier service, including U.S. Mail, or any other occurrence.

Copies of the request for bids including all related documents will be made available on the City's website and be obtained by visiting the City's website at <http://www.city-buffalo.com> , by mail, and/or in person through City of Buffalo, Office of Planning & Design, 65 Niagara Square, Buffalo, New York 14202. No oral, electronic, telegraphic, telephonic, or facsimile transmittals will be accepted. All proposals must contain an original signature by an authorized officer of the company.

All inquiries and comments concerning this request for bid shall be submitted in writing to:

Dr. Uzo E. Ihenko
Deputy Director of Building Operation
65 Niagara Square, Room 604
Buffalo, New York 14202
Fax: 716-851-4791
Email: uihenko@city-buffalo.com

THE CITY OF BUFFALO RESERVES THE RIGHT TO ACCEPT ANY BID DEEMED TO BE IN THE BEST INTEREST OF THE CITY, OR WAVE ANY INFORMALITY IN ANY BID. THE CITY MAY ALSO REJECT ANY AND ALL BIDS.

CITY OF BUFFALO REQUEST FOR BIDS

SPECIAL CLEANING SERVICE FOR FIRE DEPARTMENT AUTO GARAGE

SCOPE OF SERVICES

1. WORK POST / LOCATION

Special cleaning service is required for the Fire Department Auto Garage Shop as located at 195 Broadway Street, Buffalo New York 14202 (the premises).

2. FACILITY DESCRIPTION

The building is a multi-use facility with attached auto repair garage for the fire department. It use to be the old fire department behind City Hall. Two story building with brick construction and exposed metal frame sky lights.

3. HOURS OF OPERATION

The building operates from 8:00am through 4:00 pm daily except Saturday, Sunday including holidays. This special cleaning service contract would be performed at a time convenient and safe for building occupants. Special arrangements for access and work performance would be made before work is commenced.

Nonetheless, City reserves its rights and bidder must agree that the specified hours and days for scheduled services may be subject to change in accordance to the specific needs of City of Buffalo and bidder shall utilize its best effort to accommodate such change.

4. CONTRACT PERIOD

The City contemplates entering into an agreement with the successful bidder, for a one time special cleaning service contract at the facility locate at 195 Court Street.

5. MANAGEMENT, LABOR AND EQUIPMENT

5.1 Management Requirement

Service Provider must meet minimum qualifications set forth to be considered eligible to provide the proposed service.

5.1.1 Eligibility Requirements

Provider must:

- Be a company specialized in hazardous cleaning and or environmental remediation services and have at least five (5) year experience in these areas of service.
- Commit sufficient staffing, equipment, and materials or supplies to perform the work

required without subcontracting.

- If the work force is independent contractors, provider shall clearly indicate this in the proposal.
- A minimum of three (3) references of prior and/or current clients for whom the provider has provided similar services is required. References should include the name of the client agency, description of services provided, contract amount, period of performance, client contact name, telephone number, physical and email addresses.
- Must possess all current licenses, certificates, and insurance for the type of work being solicited.

5.1.2 Records

- Provider shall maintain all bills, documents, papers, employee time sheets, accounting records, and other evidence pertaining to the costs while performing under this agreement and shall make such materials available at its office at all reasonable times during the term of this agreement and for three (3) years from date of final payment for inspection by the City and copies thereof shall be promptly furnished by the City upon request.
- The successful bidder will submit all invoices within one month after work completion and shall contain an itemized employee time record which shall include the hours worked or shift for the time period identified on the invoice.
- The provider shall maintain accurate and complete records of personnel criteria and biographical data of all personnel affiliated with the Contract. The provider will keep on file a separate personnel file for each employee employed under this Contract. This file will specifically, along with the above mentioned criteria, include:
 1. Personal information of the employee, sex/race/date of birth and social security number
 2. Copies of New York State driver's license if applicable
 3. Copies or notifications of all disciplinary actions taken by provider or City of Buffalo. This will include all verbal or written documentation of warnings or discipline.
 4. Proof of successful background check, drug screening and/or polygraph examination.

5.1.3 Reports

1. Post Order Report

Provider shall develop a comprehensive set of post orders documenting both general procedures as well as site specific responsibilities. Post orders shall be prepared prior to the commencement of the contract and must be received and approved by the City. Staffs are required to read and verify that they understand the post orders and at minimum, shall be tested during the on-the-job training period, annually and or frequently during site inspections.

2. Incident Reports

The successful provider shall be required to complete "incident reports" arising out of any unusual occurrences during performance of this Contract. Such reports must be submitted to the

City for review within forty-eight (48) hours and shall be submitted after incidents such as complaints, requests, damaged personal and or public property, or environmentally sensitive discharges and observations within the public right of way.

3. Accident Reports

Any personal injury occurring during or as a result of this Contract shall be reported to the City by telephone immediately during normal business hours or not later than 8:30AM the following business day (regardless of the amount of damage or lack thereof) and a police report must be immediately obtained from law enforcement agency that responded to the accident. The provider must submit written Accident Reports to the City within twenty-four (24) hours of any accident.

4. Criticism Initiative and Identification of Maintenance Work

The provider shall work closely with the City to make the service as responsive, cost effective, and compliant-free as possible. Provider shall also identify and/or notify the City for maintenance work that may be required as part of maintenance and operations of the public facilities.

5.2 Labor / Personal Practices Requirements

5.2.1 Fair Employment Practices:

The service provider must not discriminate in its recruitment, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, gender, age or physical disability in the performance of any Agreement with the City, and shall comply with the provisions of the State Fair Employment Practices Act, the Federal Rights Act of 1964, and all amendments thereunto, and the Americans with Disability Act of 1990. Provider shall review and adhere to City of Buffalo Equal Opportunity Clause as defined in document EED-68 through EED-69.

5.2.2 Labor Payment Rate:

This project is covered under the New York State Labor laws and is subject to New York State Prevailing Wage Rates.

5.2.3 Safety and Training:

Service provider shall develop and document a comprehensive safety plan and training manual for its workers that show providers' commitment to work safely.

5.2.4 Service Provider Selection:

The successful service provider shall furnish appropriate and necessary management and supervision of its employee and shall be solely responsible for instituting and invoking disciplinary action of employees not in compliance with provider's rules and regulations, as well as any other policy established by the contracting parties.

Service provider selected must be able to supply personnel in sufficient number to handle or cover periods of work at the same hourly rate. All service providers' employed personnel must meet the following requirements:

- Have the ability to speak and understand English and write all reports to document incidents as required.
- Ability to follow all the terms and conditions in the Post Order and standard manual if applicable
- No convictions of unsuitable offenses (e.g. – grand theft, burglary, etc.) determined by criminal background check for all felony and misdemeanor convictions.
- Adequate work and personal references for ability and character.
- Legal right to work in the United States of America
- Physically capable of using cleaning equipment and lifting cleaning supplies for normal work activities
- Pass a drug screening test if applicable
- Able to respond to and take command of emergency situations and provide protection with professionalism
- Have professional level of personal interaction abilities

5.2.5 Dress & Identification:

At all times while on premises, service provider employees shall adhere to the following uniform and attire standards:

- Wear either a uniform, shirt or ID badge that identifies them as employees of the service provider
- Be appropriate and safely dressed (e.g. – no sandals, “tank-tops”, or shirt graphics in bad taste)
- Be groomed and follow hygiene practices that adhere to common standards.

5.2.6 Code of Conduct:

Service provider employees shall conduct themselves in a professional and ethical manner at all times when providing services on City property (premises). Certain conduct, including the following, is deemed unacceptable and will result in such employee from carrying out further services on our premises:

- Theft or unauthorized removal of money or property from premises
- Possession of any dangerous, unauthorized materials, such as explosives, firearms or other similar items on premises.
- Gross negligence, gross carelessness, or willful acts, which result in damage to City employees, Vendors, Patrons, or City property or equipment.
- Violation of safety or health rules, or engaging in conduct that creates a safety or health hazard.
- Obscene, abusive, intimidating, disruptive, derogatory, or threatening (engaging in such

behavior with City employees, Vendors, Patrons, or anyone else on or adjacent to premises.

Following are additional examples of behavior that may result in prohibiting a service provider employee from carrying out services on City premises:

- Smoking in prohibited areas
- Sleeping on the job
- Failure to display common courtesy
- Fighting, either verbally or physically
- Striking anyone with a hand, fist or object
- Interfering with City employees, Vendors, Patrons
- Unauthorized use or misuse of City equipment
- Harassment toward another individual

5.2.7 Premises Accessibility & Security:

Service provider and its employees shall keep in mind and to the extent applicable, following practices that ensure the security and safety of the premises, equipment and personnel as a result of the following accessibility and security standards and practices shall be implemented:

- Keys: Service provider primary contact shall be issued keys necessary to gain access to areas, rooms, closets, cabinets or fixtures required to perform cleaning services. Service provider shall not make copies of the keys unless specifically authorized by City employee in charge. Under most circumstances, necessary key additions or replacements shall be provided by City employee/ Market manager. Lost, misplaced, or stolen keys shall be reported to Market manager. Keys shall at all times, be kept secure and not available to persons other than those they are issued to or other service provider employees assigned to the premises. Moreover, service provider is expected to have in place a detailed record keeping system for tracking and issuing keys.
- Alarms: The alarm system is controlled by the security service provider only. The special cleaning service provider has nothing to do with the alarm system.
- Other Issue: The service provider and its employees shall follow or be aware of the following:
 1. Unless informed otherwise by project manager or during its regular business hours, all doors shall be closed and locked after completing cleaning services. Doors that shall not be locked generally include bathrooms and lounges or kitchens, if and where available. The project manager shall provide more specific directions upon implementation of the contract.
 2. Service provider employees shall not provide access or entry to any locked building or rooms to anyone, other than service provider employees performing cleaning services.

5.3 Cleaning Equipment & Supplies

5.3.1 Cleaning Equipment Requirement:

All cleaning equipment necessary to carry out the contract shall be furnished by the service provider. There may be some cleaning equipment owned by the City that may be made available to the service provider. All equipment, however, either owned by service provider or by the City when used shall be maintained in good work condition, cleaned when appropriate, and repaired or replaced when no longer able to effectively carry out its function.

City shall provide at least one closet or storage room in the premises for equipment storage. Also, the City would provide at least one janitor's floor sink with a hot and cold water faucet.

5.3.2 Cleaning Supplies:

- Service provider will provide all expendable supplies, janitorial and cleaning supplies (i.e. – trash liners, toilet paper, towels, seat covers, hand soaps, hand sanitizers, air freshener aerosol, brooms, dust pans, etc.) paper products such as paper towels, toilet tissues, hand towels must be of quality, non-recycled, 2 ply in all areas. Paper products are subject to approval before acceptance of contract and/ or changing of products during contract term. Service provider is required to generate information about supplies based on professional experience.
- Service provider will ensure that a chemical center is installed in a location determined by project manager to dispense all cleaning chemicals and solutions. Material Safety Data Sheets (MSDS) will be provided to project manager for approval before bringing any cleaning material on site. Service provider will maintain current MSDS records on site in an area designated by the project manager.

6. SCOPE OF SERVICES / CONTRACT REQUIREMENTS

6.1 Hours of Operation for Cleaning Service Requirement

The building operates from 7:00am through 6:00 pm daily except Saturday, Sunday including holidays. This special cleaning service contract would be performed at a time convenient and safe for building occupants. Special arrangements for access and work performance would be made before work is commenced.

6.2 General Work Scope Requirements

The following is intended to outline some of the duties which the contractor is expected to perform as part of the scope of services and may not be inclusive of all activities. Details on deliverable activities can be provided during the optional none mandatory job site walk through. The service provider is expected to be fully knowledgeable of the acceptable practice and

methods to complete the cleaning services requested.

The detailed cleaning services are highlighted below as follows:

The RFP calls for the removal of soot from the ceiling, walls in the main garage and tire storage area respectively. The soot originated from a complex fire that occurred in the auto garage shop.

The affected area is currently being used. The windows on the ceiling have been boarded up. The affected area is the vehicle repair area which the floor has been cleaned already.

There were two primary area of concern, the garage area and the tire storage area. There is soot that went into other areas of the facility but the called for scope of services is limited to only the main garage area and the tire storage area where the fire was.

Garage:

- Gross clean beams (framing members) and vacuum ceilings. Using HEPA vacuums and chem sponges, clean the ceiling and framing members. Cleaning solutions may not be needed for the ceiling cleaning of the framing members to prevent the soot and other debris from falling on the personnel below. This will not be white glove clean. The ceiling will be as clean as the areas on the other side of the fire doors.

- Gross clean walls from top to bottom. Please clean the wall using HEPA vacuums and chem sponges. A test clean area should be completed near the entrance to the parts room. That is the standard of clean required to be achieved. This level of clean is not white glove clean, but there is minimal to no transfer of soot when rubbed with bare hand.

- Floor cleaning is not included as it has already been completed.

- Scope does not include the cleaning of any tools, equipment, personal property or anything that could be considered business personal property.

Tire storage area:

- Gross clean on the ceiling and framing. Using HEPA vacuums and chem sponges. No cleaning solutions required because the goal is to make it so soot and other debris is not falling on the personnel below. This will not be white glove clean. The ceiling will be as clean as the areas on the other side of the fire doors.

- Gross clean on the walls. Please clean the wall using HEPA vacuums and chem sponges. A sample test area should be completed near the entrance to the parts room. That is the standard of clean expect be achieved. This level of clean is not white glove clean, but there is minimal to no transfer of soot when rubbed with bare hand.

- Floor cleaning not required as it has already been cleaned.

NOTE: - Scope does not include the cleaning of any tools, equipment, personal property or anything that could be considered business personal property.

Additional exclusions:

- Contractor should not include in the RFP response parts room, parts rooms offices, bathrooms, break rooms, locker rooms, the ceiling above the parts office, parts inventory, tools.
- Contractor should not include cost for floor cleaning, fuel tanks, the wall behind the fuel tanks, garage doors, anything on the exterior of the building.

TERMS OF WORK

• **Gross Cleaning:** The controlled, dust-free removal and disposal of damaged building products and content. This includes

- Removal of remaining building products from demolition
- Standing water
- Removal of damaged content to be disposed
- Removal of damaged content to be cleaned or salvaged
- Removal of large debris remaining from the loss incident such as trash, mud, silt, and miscellaneous content to be disposed of.

This process will make the work area safe and manageable for the next cleaning process.

This process can include:

- Power washing
- Mopping floors
- Degreasing
- Gross vacuuming
- Gross debris removal
- Dismantling of building structure
- Removal of overhead obstacles
- Relocation of content to be cleaned
- Removal of damaged documents Equipment should be re-cleaned to reduce cross contamination if it is also to be used in the detail cleaning phase

FINAL WALK THROUGH: Upon work completion, project manager and fire designated staff would walk through for final work completion approval.

7.1 Safety Standards and Requirements

- The performance of all cleaning services under this contract shall be carried out in a safe and legal manner in accordance with all applicable federal, state and local laws and regulations. The following bulleted items below represent a full and exhaustive listing of safety standards and requirements applicable to the services being carried out under this contract.
- Wet Floor Caution signs, with appropriate symbol and written in both English and Spanish, shall be placed on the floor in any area being damp-mopped until the floor has dried. Also set barriers should be setup for protection.
- All cleaning products shall be used as directed by manufacturer. Concentrated products shall be diluted to the specified ratio; required protective apparatus (e.g. – gloves) shall be worn, setting or soaking periods shall be adhered to and rinsing shall occur if directed.

8. INSURANCE / INDEMNIFICATION

Insurance documentation listed below must be provided by the Contractor to the City no later than two weeks after contract is preliminarily awarded.

A. Workers Compensation- The contractor shall secure workers compensation insurance for the benefit of and keep insured during the life of this contract, the employees engaged in the work hereunder, in compliance with the laws of the State of New York on the New York form.

B. Liability and Property Damage- The contractor agrees that Contractor shall and does hereby, to the fullest extent permitted by law, indemnify, defend and hold harmless the City of Buffalo and its Department of Public Works (both to be named as additionally insured), their officers, agents and employees from and against all claims, suits, actions, damages, losses and costs of every name and description to which the City may be subjected or put by reason of injury to the person or property of another, or to the property of the City, resulting from or relating to or in connection with Contractor's activities in the performance of or failure to perform this Contract. This provision shall also include, but not be limited to, all losses, costs and damages which the City may suffer by reason of injury to the person or property of another, or the property of the City, resulting from but not limited to the negligence or carelessness, active or passive, of the Contractor or the joint negligence, active or passive, of the Contractor and or third parties under the direction or control of the Contractor, it's or their employees, agents or subcontractors, in the performance of any work under the Contract. The whole, or so much money to become due under the Contract as shall be considered necessary by the City, may be retained by City until all suits or claims for damages shall have been settled or otherwise disposed of and evidence to that effect furnished to the satisfaction of the City. In furtherance of the Contractor's indemnification of the City of Buffalo, Contractor shall furnish a certificate or certificates of insurance from a reliable insurance company showing that Contractor carries public/general liability and property damage insurance in the amount of at least \$2,000,000.00. The insurance company or companies providing insurance coverage as called for under this Contract must be admitted in the State of New York and licensed to do business in the State of New York and must also acceptable to the City in the City's sole discretion. City of Buffalo and the City of Buffalo Department of Public Works, Parks and Streets shall be certificate holders and shall be named as additional insured under the general/public liability insurance coverage. Contractor shall also provide satisfactory evidence of automobile insurance coverage for any/all autos in the amount of at least \$2,000,000.00. City of Buffalo shall be named as additional insured under the automobile liability insurance coverage.

C. Owner's Protective Liability Insurance- The contractor shall provide and maintain owner's protective liability insurance as will protect the City of Buffalo and its Department of Public Works as named insured from all liability for damages for personal injury, including but not limited to death, which may arise from operations under this contract, also for the City of Buffalo and its Department of Public Works' liability for property damage which might arise from operations under this contract, and shall furnish an insurance certificate evidencing such coverage in an amount of at least \$1,000,000 per occurrence. The insurance company must be admitted in the State of New York and licensed to do business in the State of New York and must also be acceptable to the City of Buffalo.

9. TERMINATION

Notwithstanding anything to the contrary contained in this bid solicitation, the City shall place a provision in the final contract stating that the City has the unilateral right to terminate the contract, with or without cause, at any time upon ten (10) days written notice.