



## QUEENS PUBLIC LIBRARY

We speak your language.

### **BID #0321-2 Custodial Supplies**

**Date: April 14, 2021**

**Invitation for Bid:  
Custodial Supplies  
for Queens Public Library**

**Bids must be submitted by:**

**May 11, 2021 2:00 P.M., to:  
Procurement Department  
Queens Public Library via DropBox**

**Question Deadline:**

**April 28, 2021**

**By 4:00PM**

## Instructions to Bidders

All questions and requests for additional information concerning this Bid should be directed to Cristina Polychronopoulos, Purchasing Coordinator, Xavier Cerda Assistant Director of Procurement Management and William Funk, Director of Procurement Management, the authorized Library contact persons at:

**Telephone #:** 718-990-8684 or 718-990-0782 and 718-990-0783  
**E-Mail Address:** [BIDcontact@queenslibrary.org](mailto: BIDcontact@queenslibrary.org)

### Bid Due Date and Time and Location:

**Date:** May 11, 2021

**Time:** 2:00PM

**Location:** Bid responses must be uploaded to DropBox using the link below:

**DropBox link:** <https://www.dropbox.com/request/kwRCwpxToQVnUpjLtM5x>

### Question Deadline:

**Date:** April 28, 2021 by 4:00PM

**Library's Procurement Opportunities Webpage:** This bid is posted on the Library's Procurement Opportunities webpage. Unless instructed otherwise, all related documents are posted on this webpage. Bidders have the responsibility of frequenting the Library's Procurement Opportunities webpage for any updates to the bid including the posting of answers to questions received, bid revisions or addendums or any other updates. The direct link to the webpage is:

<https://www.queenslibrary.org/about-us/procurement-opportunities>.

**Bid Submissions:** The response documents, composed of your Vendor Qualification responses, supporting documents (as required) and cost submissions, in either Microsoft Word, MS Excel or PDF format must be uploaded using the DropBox link below no later than **2:00 p.m. on May 11, 2021**. If multiple files are uploaded, each submitted document name should be a clear reference to the section and information it contains, ex: "Resumes", "Work Experience" and "Financials".

Bid responses should be uploaded to DropBox using the link below:

DropBox link: <https://www.dropbox.com/request/kwRCwpxToQVnUpjLtM5x>

The Library will not consider any submissions that are faxed, emailed or sent as paper copies, and will not consider any submission received after the submission due date under any circumstances (e.g., wi-fi limitations, internal web connectivity issues).

Bids received after the Due Date and Time are late and shall not be accepted. Unless the Library issues a written addendum to this Invitation to Bid which extends the Due Date and Time for all bidders, the Due Date and Time prescribed above shall remain in effect.

The Library will not provide reimbursement for any costs or expenses incurred in connection with this bid, including the costs of preparing and submitting a response, providing any additional information or attending an interview. All material that is submitted in response to this bid will become the sole property of the Library.

***Bid prices must be held for no less than 180 days from date of submission***

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ATTACHMENT 1 – LIBRARY STANDARD TERMS/ INSURANCE

## I. LIBRARY OVERVIEW

The Library is an independent not-for-profit corporation. It is one of the largest and most innovative libraries in the world and one of the three New York City library systems. The Library consists of a Central Library and other facilities located throughout the County of Queens in the State of New York. For a complete listing of current facilities please visit the Library's webpage: <https://www.queenslibrary.org/about-us/locations>.

The Library serves 2.3 million Queens residents, with an extensive collection of books, reference materials, periodicals, government documents, video and audiocassettes, records, compact discs, DVDs, and photographs and maps. The Library has a computerized integrated circulation and catalog system, state-of-the-art computer equipment in all community libraries, and the ability to provide information through free Internet access to the public. The Library offers a wide variety of reading, writing, and literacy programs, and functions as an integral part of the Queens community.

## II. SCOPE OF WORK

Introduction:

The Library has decided to engage the expertise of qualified vendors to supply custodial products. For current library locations please visit the Library's webpage: <https://www.queenslibrary.org/about-us/locations>.

The Library anticipates selecting multiple firms to fulfill its requirements in the following manner:

1. Prime Awarded Firm- The Prime Awarded Firm shall be responsible to fulfill the Library's day-to-day orders for individual branch or location transactions between \$100 up to \$2,000 dollars. The Prime Awarded firm shall be responsible for fulfilling the scope of work as detailed below. The Library anticipates that the Prime Awarded Firm will provide the Library with the majority of its supplies. It is anticipated that each individual branch or location order shall not exceed \$2,000, however cumulative daily orders may exceed \$2,000.
2. Supplementary Awarded Firms- The Library anticipates requesting quotations from Supplementary Awarded Firms when the Library has a need for a single order or transaction that exceeds \$2,000. The Library will award the order to the firm that provides the lowest price, meets the Libraries requirements including the requirements of this bid and scope of work.
3. In the event that the Library identifies performance issues of the Prime Awarded Firm or other issues related to fulfilling the bid and/or the scope of work, the Library in its sole judgment may replace the Prime Awarded Firm with one of the Supplementary Awarded Firms that would be selected through a competitive process issued by the Library's Procurement department.

The Successful Bidder to provide the materials listed in the Pricing Sheets, delivery of those materials to individual locations and access to the Successful Bidder's online catalog as specified herein. In addition, the Successful Bidder shall agree to maintain the existing Kimberly Clark dispensers of paper towel, toilet

tissue, hand soap and either toilet seat covers or replace the dispensers with dispensers that will fit the alternate paper and soap product manufacturer proposed.

**A. General Requirements:**

1. The Successful Bidder must provide the ability to punch-out to their catalog from the Library's SAP SRM system, the "shopping" cart will be filled on the Successful Bidder catalog with the "checkout" process occurring on the Library side. The catalog shall include only those items approved by the Library. Catalog descriptions of items shall include: item descriptions with any special instructions/warnings, unit price, unit type, and any other necessary information. The catalog will be available throughout the length of this contract.
2. The Successful Bidder to provide all specified and/or equivalent materials listed in this Bid. Service is to include, but is not limited to inside delivery of goods across all Library buildings. Additionally, the Successful Firm is to provide most competitive pricing. Prices shall not increase through the term of the contract until the annual adjustment period. However, prices may decrease at any time during the year. Should the contract be renewed for the additional years, pricing will be updated annually, in the same manner as that of the original term. Bidders shall be required to provide pricing in the following manner:
  - a. Pricing for custodial supply list. Bidders will be required to provide its pricing for all items listed in the spreadsheet. Note that pricing represents the firm's maximum pricing and that the listed quantities are estimates. Annual increases to this pricing list is subject to the annual Consumer Price Index as detailed in item 3 below. (Bid weight 70 points. Low bidder is lowest price.)
  - b. Minimum percentage discount off the Manufacturer Suggested Retail Price for all other custodial, green products, industrial and other supplies not listed on the Library's custodial supply list. (Bid weight 30 points. Low bidder is highest minimum percentage discount.)
3. For the specified custodial supplies, the Successful Bidder may increase its prices and shall be subject to the annual January increase (not-to-exceed five percent) in the Consumer Price Index for New York, Northern New Jersey, and Long Island, as set forth by the U.S. Department of Labor, Bureau of Labor Statistics for each of the preceding contract years.
4. The Successful Bidder to provide scheduled and coordinated delivery within five (5) business days of receiving a Purchase Order ("PO") from the Library.
5. Minimum order. The Library's minimum order dollar amount is \$100 per order and such orders shall not be subject to a delivery fee. If in the event, the Successful Bidder cannot fulfill all items ordered, the order, if originally \$100 or more shall not be subject to a delivery fee. In addition, all back orders that were part of an order at or more than the minimum order amount of \$100, shall not be subject to a shipping fee or any other fees.

6. Quantities listed in the Pricing Sheet are estimates. The Library does not guarantee any quantities to be purchased.
7. The Successful Bidder shall accept returns of unused and unopened products for any reason within sixty (60) days of delivery from the Library. If replacement of the item is necessary, the Successful Firm shall promptly replace any unacceptable items with no additional cost to the Library. If the replacement item is unavailable or unnecessary, the Successful Firm shall credit the corresponding account in the next billing cycle and not charge a restocking fee.
8. The Successful Bidder shall provide access to purchasing history of the contract to the Library when the Library requests such information.
9. The Library reserves the right to stop work at any time at the sole discretion of the Library if the Library determines that the Successful Bidder is incapable of performing to the satisfaction of the Library.
10. The Successful Bidder shall maintain sufficient stock of goods necessary to provide for the fast and efficient delivery to each library location.
11. All ordered items must be shipped as per the Price Sheet. The Successful Bidder must notify the Library of changes to products, units of measure, or other pertinent information, at least two weeks in advance of these changes becoming effective.
12. If there is a backorder on a particular item, Successful Bidder is responsible to notify the Library immediately via telephone and email with the estimate availability date for the backordered product. The Successful Bidder shall include a list of non-delivered (back-ordered) items for that order on each packing slip. If the backorder item was originally part of an order of \$100 or more, the Library will not be subject to a shipping fee or any other fee.
13. When proposing an alternate item, Bidder shall indicate the Brand and Model identification on the Pricing Sheet. Bidder shall include in its bid complete specifications and catalogue link describing the alternate product. The Library shall have the sole discretion in determining that a proposed alternate is an acceptable equivalent. Samples shall be provided upon request by the Library.
14. The Successful Firm shall offer Minimum percentage discount off the Manufacturer Suggested Retail Price for green cleaning product categories listed in the Pricing Sheet. All green products offered shall be currently certified by one of the following:
  - Green Seal
  - UL EcoLogo
15. The Library encourages the use of innovative packaging that reduces the weight of packaging and the generation of packaging waste. The Successful Bidder is encouraged to use reusable materials and containers and to utilize packaging configurations that take advantage of storage containers designed to be part of the product for the shipment of multi-unit purchases. The Library recognize that these packaging methods may be limited but are highly encouraged.

16. All invoicing by the Successful Bidder shall clearly identify delivery location and associated purchase order number, including invoicing for partial progress payments. The Successful Bidder's invoice(s) is to match quote, including any subsequent approved work sheets or adjustments to a purchase order based on any factors affecting the completion of delivery. Failure by the Successful Bidder to identify appropriate purchase order number will be considered an improper invoice and may impact timeliness of payment(s).
17. Each individual order will include a packing slip and must reference the ordering location name and the purchase order number. Pricing shall include inside delivery to each Library building or Library property and shall be FOB destination with all handling, insurance and freight charges incorporated in the pricing.
18. The Successful Bidder must warrant that they are the legal and rightful owner of the products or that it is legally licensed and/or authorized to sell and/or distribute products being purchased by the Library. All products delivered will be free and clear of any and all encumbrances of any kind.
19. The Successful Bidder shall agree and accept that the items not covered in this bid can be requested by the Library and the price shall not exceed the most recently published manufacturer's suggested retail price or bid percentage discounts. The Successful Firm shall provide reference to trade supply house publication(s) used by the Successful Firm or other documentation as appropriate in order to substantiate products prices.
20. The Successful Bidder shall provide scheduled and coordinated deliveries between 8:00 a.m. - 2:00 p.m., Monday through Saturday, including any holidays when the Library is open to the public.
21. The Successful Bidder shall provide staffing at their office during regular working hours that are able to contact service personnel, or may provide an answering machine announcing the telephone number of such personnel or an operator-staffed answering service who can contact such personnel for times other than regular working hours, or other appropriate electronic means of contacting service personnel.
22. The Library shall have the sole discretion to instruct the Successful Bidder to remove any personnel from the account that the Library has determined creates a health, safety or a security concern. Such determination will be made in writing.
23. The Successful Bidder shall remove all rubbish, debris, waste material, temporary structures, barricades or other materials away from Library property upon completion of delivery or other work performed, as applicable.
24. The Library reserves the right to order any product or service, whether or not contained in this document, from any source, at any time, without penalty. This right shall not interfere with the servicing of the contract, as this is not intended to be an exclusive arrangement.
25. The Successful Bidder shall not subcontract any part of the work under this bid without submitting a request in writing to the Library.

26. The Successful Bidder shall thoroughly examine and be familiar with all requirements. The failure or omission of any contractor to fully examine the bid shall in no way relieve The Successful Bidder from any obligations with respect to performance of the proposed contract and the contemplated work therein, for the consideration set forth by Bidder in its submission.
27. The Successful Bidder shall perform all work in accordance with Best Commercial Practices and in compliance with all applicable codes of any agency having jurisdiction over the worksite and work performed.
28. The Successful Bidder shall be responsible to perform work in such a manner to limit interference with Library public service operations, as feasible. In the event services requires interruption of public service, the Successful Bidder shall notify the designated Library contact in order to coordinate the delivery.

### **B. Specifications for Restroom Paper and Soap Dispensers**

1. The Successful Bidder shall agree to either continue to supply Kimberly Clark paper products and soap to fit in the current dispensers or propose an alternate product. The Library has the sole discretion to accept or reject proposed alternates. If the alternate product offered does not fit into the current dispensers the Successful Bidder shall at no cost to the Library, replace the dispensers with dispensers that will fit the paper products offered from the alternative manufacturer. See separate “Dispenser Requirements” excel sheet for locations, types, model numbers and quantities of current dispensers.
2. If alternates to Kimberly Clark bathroom products are accepted by the Library, the Successful Bidder shall coordinate with the Library to remove and replace existing dispensers and dispose of old dispensers in accordance to any applicable NYC, NYS or federal guidelines for recycling or discarding such products.
3. Bidders proposing alternative products must include detailed information including specification sheets in its proposal. Bidders are to also include an estimated timeline for completion of replacement of dispensers. All work would take place during business hours from 6AM-2PM.
4. Any equipment and dispensers installed by the Successful Bidder in the performance of this bid shall be new and the current design of a manufacturer. Salvage or used materials are not permitted. All materials and workmanship shall be of the highest quality and shall conform to all applicable National, State, City, and Local codes/ordinances of agencies having jurisdiction so as to ensure safe and functional operation. The Library shall be the sole judge as to the quality of work and acceptance of any equipment and dispensers.
5. The Successful Firm shall be responsible to notify the Library regarding the potential presence of asbestos containing material (“ACM”) prior to commencing work at a designated site. Upon notification by the Successful Bidder, the Library will engage the services of a testing firm to determine the presence or absence of ACM, prior to having the Successful Bidder initiate their work.

### III. BIDDER QUALIFICATIONS

The following is a list of the information that must be provided in the bid. A bid that does not include all of the information requested below may be deemed non-responsive and subject to rejection. **Bids should respond to all areas listed below, in the order listed.**

Bidders shall indicate in their proposals what information, if any, is proprietary and confidential. Bidders are hereby advised that the Library is subject to the New York State Freedom of Information Law (“FOIL”). Material marked “Confidential and Proprietary” will be treated as such to the extent consistent with the obligations under FOIL, other applicable law, regulation or legal process.

1. Provide the Bidders’ s legal name, address, tax ID number and State of incorporation for the contracting entity submitting the submission.
2. Provide detailed information on how the Bidder meets the following qualifications:
  - a. Bidder must have provided custodial supplies to a library, school or government entity within the last three (3) years.
  - b. Bidder must demonstrate that they provided custodial supplies to a client that has twenty-five or more locations.
3. Provide a brief history of the company and successful experience installing providing goods and services requested in this bid. Include any similar past or current projects in which the Bidder is involved and the proposed key staff for providing the work described in this bid, with specific references to work for public sector, not-for-profit corporations, library systems or other like-entities.
4. Provide the name, title, address, telephone, fax number and e-mail address of the individual the Library should contact with respect to your submission.
5. For each key staff position, attach a resume and/or description of their qualifications. In addition, provide a statement certifying that the proposed key staff will be available for the duration of the project.
6. To the maximum extent possible, identify the lead individual and the individual(s) who will perform the tasks outlined in the Scope of Services.
7. Identify any additional services not covered in the Scope of Services that your firm believes may be of particular value to the Library. Please describe why you believe these services to be relevant.
8. Detail your firm’s experience and approach to the Scope of Services with specifically addressing:
  - A. General Requirements
    1. Bidder must provide the ability to punch-out to their catalog from the Library’s SAP SRM system, the “shopping” cart will be filled on the Successful Bidder catalog with the “checkout” process

occurring on the Library side. The catalog shall include only those items approved by the Library. Catalog descriptions of items shall include: item descriptions with any special instructions/warnings, unit price, unit type, and any other necessary information. The catalog will be available throughout the length of this contract.

2. Addressing all other sections of Scope of Services section A. General Requirements.
3. Addressing all sections of Scope of Services section B. Specifications for Restroom Paper and Soap Dispensers.
9. Provide a summary of your firm's experience and qualifications in meeting the standards of the Vendor Qualification requirements contained in the bid document and with executing the obligations listed in the Scope of Work. Include specific references to work for not-for-profit corporations, library systems or other like-entities. Also, include information about work performed for NYC, NYS or other governmental entities. In describing the experience, name each client and the nature of the work performed, with specific reference to (a) the services provided; (b) the term of such services and (c) the estimated contract value.
10. Provide a minimum of three (3) recent clients as references that best represent your ability to perform the tasks described in this Bid (a "Reference Client"). Provide the Reference Client's name, contact person, title, address, and telephone number. Please provide details on the work performed for each Reference Client, including, the length of any contract, contract value and explanation of how the work performed is similar to the work required by the Library, as well as any other pertinent information relevant to representing your qualifications to perform the work.
11. Provide copies of your two (2) most recent audited financial statements. If audited financial statements are not available, please explain why and identify how the Library can assess the financial condition of your firm.
12. Identify the nature of any potential conflict of interest your firm or any proposed sub-consultants might have in providing the Scope of Work under this bid with the Library.
  - (a) Discuss fully any conflicts of interest, actual or potential, which might arise in connection with your firm's involvement with the Library. If your firm believes that a conflict of interest might arise, please describe how such conflict would be resolved.
  - (b) State whether your firm represents any party that is or may be adverse to the Library.
13. Discuss any past or present civil or criminal legal investigations, litigation or regulatory action involving your firm or any of its employees that could impact your role or ability to serve as a contractor to the Library. If none, include a statement that there are no past or present civil or criminal legal investigations, or pertinent litigation and or regulatory actions that could impact your firm's ability to serve in the required capacity.

#### IV. CONTRACT TERM

It is anticipated that the term of this agreement shall be for a (3) three year period with (2) two one year options to renew. The Library may terminate the contract at any time, in its sole discretion, upon written notice.

#### V. BID PROCESS AND GUIDELINES

1. Firm must submit an electronic submittal of your bid through the DropBox link below. The response documents, are composed of your Vendor Qualification responses, supporting documents (as required) and cost submissions, in either Microsoft Word, MS Excel or PDF format must be uploaded using the DropBox link below no later than **2:00 p.m. on May 11, 2021**. If multiple files are uploaded, each submitted document name should be a clear reference to the section and information it contains, ex: "Resumes", "Work Experience" and "Financials".

Bid responses should be uploaded to DropBox using the link below:

DropBox link: <https://www.dropbox.com/request/kwRCwpxToQVnUpjLtM5x>

The Library will not consider any submissions that are faxed, emailed or sent as paper copies, and will not consider any submission received after the submission due date under any circumstances (e.g., **wi-fi limitations, internal web connectivity issues**).

2. Bidder to provide written responses to bid section III. Bidder Qualifications and to provide all requested forms. Bidders that fail to provide all of the requested information may be deemed non-responsive in the sole judgement of the Library.
3. Bidder to complete the pricing spreadsheet for all of the following:
  - a. Pricing for custodial supply list. Bidders will be required to provide its pricing for all items listed in the spreadsheet. Note that pricing represents the firm's maximum pricing and that the listed quantities are estimates. Annual increases to this pricing list is subject to the annual Consumer Price Index as detailed in item 3 below. (Bid weight 70 points. Low bidder is lowest price.)
  - b. Minimum percentage discount off the Manufacturer Suggested Retail Price for all other custodial, green products, industrial and other supplies not listed on the Library's custodial supply list. (Bid weight 30 points. Low bidder is highest minimum percentage discount.)
4. Following the Bid opening, the Library shall issue an award, if any, to a Bidder, adhering to the Library's award cycle and approval by the Library's Board of Trustees.

5. The Library reserves the right to accept this Bid by item, section or as a whole, or in its discretion, to reject all responses. Also reserved is the right to reject, for cause, any Bid responses in whole or in part, to waive technical defects, qualifications, irregularities and *omissions* if, in its judgment, the best interests of the Library will be served.
6. The Library reserves the right to award the contract to the responsible low bidder deemed qualified by the Library, split the award between two or more Bidders or project locations, or make no award, as will best promote the Library's interest, taking into consideration the reliability of the Bidder, quality of the services, materials, equipment or supplies to be furnished, and its conformity with the requirements of the Bid.
7. Following the issuance of an award, the Library shall issue a formal contract, which shall not be binding unless and until the Library and a Bidder execute a contract.
8. In the event a Bidder proposes to furnish substitutions for a service or product, as appropriate, this information shall be identified in writing, including full technical descriptions, catalog cuts and samples, as appropriate, with the Bid. The Library reserves the right to request a representative sample of the item(s) quoted, either prior to award, or before shipment is made. The sole determination of equality shall be made by the Library. If the sample or other technical description is not in accordance with the Bid, or is otherwise deemed not to be an equal to that specified, the Library may reject the bid, or, if award has been made, cancel the contract at the expense of the Bidder.
9. Bidders shall thoroughly examine and be familiar with all requirements of the Bid and drawings (if any). The failure or omission of any Bidder to fully examine the Bid, any drawings and site conditions shall in no way relieve Bidder from any obligations with respect to performance of the contract and the contemplated work therein.
10. If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this Bid, it shall immediately notify the Library in writing to William Funk, Director of Procurement Management at [BIDcontact@queenslibrary.org](mailto: BIDcontact@queenslibrary.org) of such error and request clarification or modification to the document.
11. Should the Library find it necessary to modify this Bid, a notice of that modification will be made by way of an addendum that will be posted to the Bid website.
12. If a Bidder fails to notify the Library of a known error or an error that reasonably should have been known prior to the final filing date for submission, the Bidder shall assume the risk. If awarded the contract, the Bidder shall not be entitled to additional compensation or time by reason of the error or its late correction.
12. Payment will be made by the Library only upon completion of the required work or if the Library agrees to progress billing upon presentation of correctly itemized invoices within thirty (30) days of invoice approval.
13. The Successful Bidder is responsible for providing all supporting documentation, including AIA construction progress invoices, certified payrolls, release of liens and permit signoffs for final payment, when required.

14. The Library's payment of any invoice shall not preclude the Library from making claim for adjustment on any item found not to have been in accordance with the general conditions and specific requirements of the contract.
15. In the case of service contracts, payments shall be net upon approval of the monthly invoice for service, unless otherwise stated.

**FORM # 1 STATEMENT OF UNDERSTANDING**

By signing in the space provided below, the undersigned certifies that the respondent (i) has read and understands and accepts the scope and requirements of this project and all of the attachments; (ii) has the capacity to execute this project; (iii) agrees to accept payment in accordance with the requirements of this Bid and the standard construction services contract, and (iv) will, if its bid is accepted, enter into a standard agreement with the Queens Public Library.

I hereby certify that my firm will carry all types of insurance specified in the Bid.

The undersigned further stipulates that the information in this bid is, to the best of knowledge and belief, true and accurate.

---

Name of Firm \_\_\_\_\_ Date \_\_\_\_\_

---

Address \_\_\_\_\_ / Telephone \_\_\_\_\_ / FAX \_\_\_\_\_

---

Name of Contractor \_\_\_\_\_ Title \_\_\_\_\_

---

Signature of Contractor \_\_\_\_\_ e-mail \_\_\_\_\_

**FORM # 2 REFERENCES**

Bidder **MUST** furnish three (3) references for work/projects completed within the last three (3) years of the same general character as that specified herein. Please do not include the Queens Public Library or any Queens Public Library employee as a reference.

- 1. \_\_\_\_\_  
Name of Firm                      e-mail                      Contact                      Telephone
  
- 2. \_\_\_\_\_  
Name of Firm                      e-mail                      Contact                      Telephone
  
- 3. \_\_\_\_\_  
Name of Firm                      e-mail                      Contact                      Telephone

Bidder to furnish name of bank or other financial institution to provide evidence of its financial responsibility:

- 1. \_\_\_\_\_  
Name of Firm    Contact    Telephone
  
- 2. \_\_\_\_\_  
Name of Firm    Contact    Telephone
  
- \_\_\_\_\_  
Signature of Bidder    e-mail

**FORM # 3 NON-COLLUSIVE BIDDING CERTIFICATION**

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

1. The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by Bidder and will not knowingly be disclosed by the Bidder prior to the BID opening, directly or indirectly, to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any person, partnership or corporation to submit or not to submit a response to this Bid for the purpose of restricting competition.

---

Name of Firm Date

---

Address / Telephone / FAX

---

Name of Contractor Title

---

Signature of Contractor e-mail

**FORM # 4 BID PRICING SHEET**

**MATERIALS COST/MARK-UP**

Bidder to provide unit prices inclusive of overhead and profit.

In submission of its bid, Bidder understands and accepts that the price of items not covered in this bid shall not exceed the most recently published manufacturer’s suggested retail price.

Use the separate excel form, “Pricing Sheet” to provide unit price for the list of Custodial Supplies requested by the Library and all other custodial, green products, industrial and other supplies not listed on the Library’s custodial supply list.

\_\_\_\_\_  
Name of Firm Date

\_\_\_\_\_  
Address Telephone FAX

\_\_\_\_\_  
Name of Contractor Title

\_\_\_\_\_  
Signature of Contractor e-mail

**FORM # 5 VENDOR RESPONSIBILITY QUESTIONNAIRE**

Legal Business Name:
EIN:
Address of the Principal Place of Business/Executive Office:
New York State Vendor Identification Number:
Telephone/Fax:
Email:
Website:
Authorized Contact for this Questionnaire:
Name:
Telephone/Fax:
Title:
Email:

List any other DBA, Trade Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed, and the status (active or inactive) (if applicable):

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I. Business Characteristics

- a. Business Entity Type: \_\_\_\_\_
- b. Was the Business Entity Formed in New York State? \_\_\_\_\_
- c. If no, indicate jurisdiction where Business Entity was formed: \_\_\_\_\_
- d. Is the Business Entity currently registered to do business in New York State with the Department of State? \_\_\_\_\_
- e. If no, explain why the Business Entity is not required to be registered in New York State.  
\_\_\_\_\_

- f. Does the Business Entity have a DUNS Number? If so, please provide: \_\_\_\_\_
- g. Is the Business Entity’s principal place of business/Executive Office in New York State? If no, does the business entity maintain an office in New York State? \_\_\_\_\_
- h. Is the Business Entity a NYS or NYC Certified Minority or Women Owned Business (M/WBE)? If so please indicate which certification and the certifying entity.  
\_\_\_\_\_
- i. Identify current Key Employees of the Business Entity. Attach additional sheets, if necessary.  
\_\_\_\_\_

II. Contract History

- a. Has the Business Entity held any contracts with the City of New York, Queens Public Library and/or New York State governmental entities in the last three (3) years? If yes, attach a list including the agency name, contract amount, contract start date, contract end date and the contract description.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

III. Integrity -- Contract Award: Within the past five (5) years, has the business entity or affiliate:

- a. Been denied a contract or had a bid rejected based upon a finding of non-responsibility by a governmental entity? \_\_\_\_\_
- b. Been suspended, cancelled or terminated for cause on any government contract? \_\_\_\_\_
- c. Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract? \_\_\_\_\_
- d. Entered into a formal monitoring agreement as a condition of a contract award? \_\_\_\_\_

\*\*\* For each “yes” answer, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IV. Certifications/Licenses

- a. Within the past five (5) years, has the Business Entity or any Affiliate had a revocation, suspension or disbarment of any business or professional permit and/or license? \_\_\_\_\_

\*\*\* If “yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

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V. Legal Proceedings: Within the past five (5) years, has the business entity or affiliate:

- a. Been the subject of a civil complaint? \_\_\_\_\_
- b. Been the subject of a judgment or conviction for conduct constituting a crime? \_\_\_\_\_
- c. Received any OSHA citation and Notification of penalty containing a violation classified as serious or willful? \_\_\_\_\_
- d. Had any New York State Labor Law violation deemed willful? \_\_\_\_\_

VI. Leadership Integrity: Within the past five (5) years, has any individual previously identified, any other Key Employees not previously identified or any individual having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation within New York State been subject to:

- a. A sanction imposed relative to any business or professional permit and/or license? \_\_\_\_\_
- b. An investigation, whether open or closed, by any governmental entity for a civil or criminal violation for any business related conduct? \_\_\_\_\_
- c. A conviction or judgment of any business related conduct constituting a crime including, but not limited to, fraud, extortion, bribery, racketeering, price fixing, bid collusion or any crime related to truthfulness? \_\_\_\_\_

d. Misdemeanor or felony conviction for:

- i. Any business-related activity, including, but not limited to, fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding; or

- ii. Any crime, whether or not business related, the underlying conduct of which related to truthfulness, including, but not limited to the filing of false documents or false sworn statements, perjury or larceny?

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**FORM # 6 ACKNOWLEDGEMENT OF ADDENDA**

\_\_\_\_\_  
Name of Firm

<b>TITLE OF BID:</b> Custodial Supplies	<b>Bid: 0321-2</b>
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**Instructions:** Prospective Bidder is to fill in **Trade** and **PIN** number (above), check / complete **Part I or Part II** of this form (whichever is applicable) and sign and date the form. This form serves as the prospective Bidder's acknowledgement of the receipt of Attachments to this Bid which may have been issued by the Library prior to the proposal due date and time.

\_\_\_ Part I – Listed below are the dates of issue for each Addendum received in connection with this BID.

- Addendum # 1, dated \_\_\_\_\_
- Addendum # 2, dated \_\_\_\_\_
- Addendum # 3, dated \_\_\_\_\_
- Addendum # 4, dated \_\_\_\_\_
- Addendum # 5, dated \_\_\_\_\_

\_\_\_ Part II – No Addendum(s) were received in connection with this BID.

Prospective Bidder's Authorized Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**FORM # 7 QUEENS PUBLIC LIBRARY CHECKLIST**

**PIN NUMBER:** 0321-2

**BID TITLE:** Custodial Supplies

**VENDOR NAME:** \_\_\_\_\_

**TELEPHONE NO.:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

***CHECK EACH ITEM BELOW TO ENSURE ALL REQUIRED FORMS AND DOCUMENTS ARE INCLUDED WITHIN YOUR BID SUBMISSION.***

**Required Forms and Submittal Requirements:**

- Form #1 – Statement of Understanding**
- Form #2 – References**
- Form #3 – Non-Collusive Bidding Certification**
- Form #4 – Bid Sheet**
- Form #5 – Vendor Responsibility Questionnaire**
- Form #6 – Acknowledgment of Addenda**
- Form #7 – Queens Public Library Checklist**
- Bid Section III “Bidder Qualifications”. Bidder must include a response to all items numbered and attach to your bid. This is not a form. It is a required written response to Bid Section III “Bidder Qualifications”.**
- Upload a complete bid package to DropBox to:**  
<https://www.dropbox.com/request/kwRCwpxToQVnUpjLtM5x>

**By:** \_\_\_\_\_  
**Signature of Partner or Corporate Officer** **Date**