

Briarcliff Manor UFSD
45 Ingham Road
Briarcliff Manor, NY 10510

**REQUEST FOR BID
BUILDING CLEANING SERVICES
FOR BRIARCLIFF MANOR UFSD**

BIDS DUE January 17, 2024 @ 10:00 AM

Bid #24-25-001F

Pursuant to and in compliance with your advertisement for bids in The Journal News dated January 3, 2024, the undersigned, having become familiar with the local conditions affecting the cost of work, the specifications, including advertisement for bids, instruction to bidders, form of agreement, the detailed specifications, and having examined the site; hereby proposes to furnish all labor, materials, transportation, and equipment necessary or required for the performance and completion in a workmanlike manner of all work as per specifications in strict accordance with the contract document. Any variations in the specifications must be covered by your detailed description of the substitute offered, which may or may not be accepted. The Board of Education reserves the right to waive any informalities in any bid, to accept or reject any or all bids, or any parts of bids as may be in the best interest of the District. The Board is not responsible for misdirected or late bids; all bids must be submitted in sealed opaque envelopes, clearly marked, **Briarcliff UFSD Cleaning Bid Proposal #24-25-001F:**

DO NOT OPEN UNTIL 10:00 AM ON January 17, 2024

**Bids must be received in the Briarcliff Manor School District Business Office
by 10:00 AM on January 17, 2024
at which time they will be opened.**

Please submit your bid as indicated in the bid proposal packet and *initial every page*

Print Your Name _____ Title _____

Signature _____ Date _____

Company Name _____

Address _____

Telephone _____ Fax _____

Cell phone _____ E-mail address _____

Federal I.D. # _____

*Briarcliff Manor UFSD
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**PROPOSAL – BUILDING CLEANING SERVICES
BRIARCLIFF MANOR UFSD**

_____ (\$ _____)
Annual cost as per the attached cleaning specifications, payable in twelve (12) equal monthly installments (in both words and numbers.)

I agree to provide 60 (SIXTY) man hours per day, including non-working supervision. Employees must INDIVIDUALLY swipe in and out using a **contractor provided electronic fingerprinting device, (see page 5).**

BUILDING	# of PEOPLE	# of HOURS / DAY	TIME
TODD	6	24 hours/day	5:00 PM – 9:00 PM
MS/HS	9	36 hours/day	5:00 PM – 9:00 PM

Minimum wage to be paid as set forth in New York State Prevailing Wage Rate scale, for Westchester County.

Current Wage Rate PRC # _____ Westchester County Dated _____

**CONTRACT PERIOD JULY 1, 2024 THROUGH JUNE 30, 2025
(with District option to extend for four (4) additional consecutive
twelve-month periods (July thru June) at CPI noted**

No Federal or State taxes are to be included. Tax exemption certificate will be issued upon request.

Please return all bids to: Mr. John Brucato, Assistant Superintendent for Finance and Operations
Briarcliff Manor Public Schools, Business Office
45 Ingham Road, Briarcliff Manor, New York 10510

*Briarcliff Manor UFSD
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BMUFSD CLEANING SERVICES BID WORK SHEET

TODD ELEMENTARY SCHOOL (approx. 60,000 sq. feet to be cleaned)

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY

	MONTHLY	12 MONTH	NOTES
TOTAL \$ OF FIVE (5) CLEANERS (Positions MUST BE fully-staffed each school day)			
ONE (1) NON WORKING SUPERVISOR (Position MUST BE fully-staffed each school day)			
Total cost for above labor and supervision			
Total of above 12-month Costs			
Taxes and Insurance			
Supplies (dust mops, wet mops, brooms, rags, dust cloths, etc.)			
Equipment amortization			
Uniforms			
Other (including background checks)			
TOTAL ALL ABOVE COST			

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BMUFSD CLEANING SERVICES BID WORK SHEET

BRIARCLIFF MANOR MS / HS (approx. 100,000 sq. feet to be cleaned)

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY

	MONTHLY	12 MONTH	NOTES
TOTAL \$ OF EIGHT (8) CLEANERS (Positions MUST BE fully-staffed each school day)			
ONE (1) NON WORKING SUPERVISOR (Position MUST BE fully-staffed each school day)			
<u>Total cost for above labor and supervision</u>			
Total of above 12-month Costs			
Taxes and Insurance			
Supplies (dust mops, wet mops, brooms, rags, dust cloths, gloves, etc.)			
Equipment amortization			
Uniforms			
Other (including background checks)			
TOTAL ALL ABOVE COST			

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CONTRACT SPECIFICATIONS FOR CLEANING SERVICES

Section 1

TODD ELEMENTARY SCHOOL
45 INGHAM ROAD
BRIARCLIFF MANOR, NY 10510

BRIARCLIFF MS / HS
444 PLEASANTVILLE ROAD
BRIARCLIFF MANOR, NY 10510

CONTRACT PERIOD: FROM JULY 1, 2024 THRU JUNE 30, 2025
(with District option to extend for four (4) additional consecutive twelve-month periods)

Total square footage of buildings – approximately 160,000 square feet to be cleaned. It is the bidder's responsibility to review the actual square footage and requirements prior to bidding. No adjustments will be made after the bid is submitted.

Please contact the office of Ken Baviello to arrange a tour of the buildings at (914)203-1484

Contractor will furnish all labor, supervision, materials, supplies* and equipment required for performance of the services for the Briarcliff Manor Union Free School District (BMUFSD or District). The Contractor shall pay all payroll taxes, and other costs based on payroll including social security, unemployment insurance, disability benefits and workers' compensation. The Contractor's employees must all be bonded, have undergone a criminal background check through our designated BOCES office, (approximately \$100/person), and wear identification while working in the buildings. Additionally, the Contractor will provide the BMUFSD with the social security numbers, proof of background checks and clearance, and proof of OSHA training for each employee that will be working in the buildings. The District must be notified of any personnel changes and all required employee information must be forwarded immediately.

The Contractor will pay the appropriate wage and benefits as set forth in the NY STATE PREVAILING WAGE RATE SCALE / DEPARTMENT OF LABOR. The Contractor will adjust their rates accordingly, keeping current with the Department of Labor wage scales. It is the sole responsibility of the Contractor to adhere to this rate schedule found at: <https://wpp.labor.state.ny.us/wpp/viewPrevailingWageSchedule.do?typeid=2&county=93>

The Contractor will provide, at each campus, an electronic fingerprinting device that each cleaner and supervisor will utilize every day, twice a day, to verify their check in and check out time. A copy of the device's report must be submitted to the District with the invoice and certified payroll.

The Contractor will have a non-working supervisor on site at all times, on each campus, while cleaning is taking place. All supervisors MUST be bilingual (English and Spanish). All Federal, state and NYS Department of Labor signage, notifications and training will be provided by contractor for staff.

The Contractor will supply NYS Department of Labor required certified payroll with the monthly invoice. Invoices will not be processed and no payments will be made to Contractor without the certified payrolls and electronic time report for each employee.

The Contractor agrees to provide and train their staff of competent personnel for the performance of the services to be provided during the term of this agreement.

The BMUFSD will supply adequate and accessible space for the storage of the Contractor's cleaning and maintenance supplies and equipment. The BMUFSD shall provide the following items: green cleaning solution, toilet tissue, paper towels, garbage bags, soap, wax, stripper, stripping pads, sealer and Terrazzo sealer. The Contractor is responsible for providing and maintaining their own equipment, supplies, and accessories, including but not limited to, the mandatory equipment and supplies noted within these bid specs. (Refer to Bid Worksheet and Equipment chart.) The Contractor will ensure that all soap, toilet paper and paper towel DISPENSERS are replenished throughout the buildings on a daily basis.

Contractor will be responsible to ensure that ALL classrooms and windows are locked at ALL times except for the individual room where the cleaner(s) is working. Lights must be turned off and doors locked as contractor leaves room. Keys will be distributed to the Contractor and signed out daily from a secured lock box. All keys will be signed back in after each shift.

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The BMUFSD reserves the right to withhold payment from Contractor if Contractor fails to meet cleaning requirements and timelines. Amount withheld will be calculated as follows: # of District hours needed to meet timeline x \$75 / hour.

During the school year, when school is in session, cleaners will be required to perform the following *DAILY* services in each building:

1. CLASSROOMS

- All chalk boards are erased and washed; erasers and chalk racks cleaned
- All trash baskets will be emptied; trash removed, cleaned if needed, and liner replaced
- All recycling bins (offices, classrooms, cafeterias and hallways) will be emptied and material will be brought to proper bins
- All desks and chairs will be washed, gum and graffiti removed
- Desks and chairs will be arranged neatly
- Window sills, teacher's desk and chair, tops of other horizontal surfaces will be dusted with a treated cloth
- Floors will be swept with industrially treated dust mops which are replaced weekly; damp mop hard surface floors to remove any spillage
- Carpets and area rugs will be vacuumed
- Walls, doors, door handles and light switches will be cleaned
- Blinds and shades will be pulled to present a uniform appearance from the outside of the building
- Remove cobwebs from all accessible areas
- All classrooms will be left in an orderly fashion

On a weekly basis:

- All wastebaskets will be washed. High dusting of light fixtures, sills and grills for air ducts
- Classroom door windows to be washed and cleaned
- Cafeteria floors buffed

2. CORRIDORS, STAIRWELLS AND CLASSROOMS

- Due to spillage, inclement weather or accidents, damp mop using safe detergent and rinse. Damp mopping must be done in stairwells and classrooms at least twice a week; spray buffing must be done on a as needed basis.
- ALL corridors must be mopped DAILY and spray buffed WEEKLY to maintain luster
- Wash interior of all exterior windows as needed
- Dust mopping of all floors with approved treated dusting mop
- Sweep all stairs and landings in stairwells
- Carpets to be vacuumed thoroughly and spots removed

3. LAVATORIES

- Empty all waste receptacles
- Empty sanitary napkin receptacles and wipe with disinfectant
- Refill dispensers for towels, toilet tissue and soap
- Walls and ceiling to be spot cleaned for dirt marks and graffiti
- Toilets and urinals will be scrubbed on all sides using disinfectant cleaners
- Toilet seats will be cleaned on all sides, rinsed with clean sponge or cloth and left upright
- Polish bright work to remove fingerprints and water spots
- All hardware will be cleaned and polished
- All floors will be washed with disinfectant cleaner, leaving the entire lavatory completely sanitized
- Mirrors and towel dispenser cabinets will be washed and cleaned
- All partitions will be damp wiped, washed and dried
- On a weekly basis, all drains will be treated with germicide – more often if necessary

4. OFFICE, SCIENCE ROOMS, TEACHER RESTROOMS

- Damp wipe all furniture to remove finger marks and smudges including desks, tables, and file cabinets.

During the school year, when school is NOT in session, (winter / spring recess, long weekends), the hours and the number of cleaners assigned to the district will remain the same. Contractor will perform task work as outlined by the Director and the Assistant Director of Facilities. This will include areas not normally maintained by the Contractor.

AS NEEDED

Wash interior of all exterior windows as needed. All exterior windows washed at least once per year.

SUMMER VACATION PERIOD CLEANING PROGRAM
Summer work must be completed by the Friday of the third week of August

In addition to cleaning after camp, staff and faculty use each day:

1. CLASSROOMS

- All light fixtures, grills for air ducts and blinds will be washed and dried
- All walls and doors will be dusted and washed
- All built in cabinetry where accessible, will be dusted and cleaned
- All chalk boards and dry erase boards will be dusted and washed
- All students and teachers chairs and desks will be washed; gum and graffiti will be removed
- All tiled floors to be refinished as outlined under "Tile Floor Maintenance Procedures"
- School to be ready in all respects for re-opening by date noted above
- All windows and window sills to be washed and cleaned, interior and exterior
- Blinds and shades will be pulled to present a uniform appearance from the outside of the building

2. LAVATORIES

- Empty and clean all waste receptacles
- Refill dispensers for towels, toilet tissue and soap
- Walls and ceiling to be spot cleaned for dirt marks and graffiti
- Toilets and urinals will be scrubbed on all sides using disinfectant cleaners
- Toilet seats will be cleaned on all sides, rinsed with clean sponge or cloth and left upright
- All hardware will be cleaned and polished
- All floors will be washed with disinfectant cleaner, leaving the entire lavatory completely sanitized
- Mirrors will be washed and cleaned
- All partitions will be washed with disinfectant cleaner and dried
- On a weekly basis, all drains will be treated with germicide – more often if necessary

3. OFFICE, SCIENCE ROOMS, TEACHERS RESTROOMS

- Wash, dry and polish all furniture and equipment including all horizontal surfaces, doors and walls

4. FURNITURE AND CARPETS

- All fabric covered furniture to be thoroughly vacuumed each vacation period; spots to be removed
- All carpets to be thoroughly vacuumed and shampooed; spots to be removed

5. TILE FLOOR, TERRAZZO, CERAMIC TILE MAINTENANCE PROCEDURES

(Classrooms, hallways, bathrooms, and stairwells)

- Machine scrub entire floor with approved stripping solution. Hand scrub and clean corners and edges not accessible by machine
- Rinse entire floor with clean water three times to completely remove stripping solution and residue
- After drying thoroughly, on vinyl composition tile, two coats of approved sealer and two coats of finish are to be applied allowing sufficient drying time between coats and recommended by the product's manufacturers. Drying time between coats will be a minimum of 30 minutes
- All sanitary cove base is to be hand scrubbed, using approved methods and materials, to remove scuff marks, wax build-up and other stains. This work is to be done at time of floor stripping and refinishing
- In case of vinyl tiled floors, sealing coats are to be used
- Terrazzo floors must have two coats of terrazzo sealer put down

MANDATORY EQUIPMENT TO BE PROVIDED BY CONTRACTOR.

QUANTITY	EQUIPMENT
6 each	Upright vacuum
2 each	Back pack vacuum
2 each	Wet/Dry vacuum
2 each	Dual speed floor machine
2 each	High speed burnisher
2 each	Walk behind burnisher
2 each	Walk behind scrubber

EQUIPMENT MUST BE MAINTAINED AND IN GOOD WORKING ORDER AT ALL TIMES. IF NOT OPERATING CORRECTLY, IT WILL BE REPLACED WITH SUBSTITUTE EQUIPMENT BY THE NEXT WORK DAY.

ALL VACUUM CLEANERS USED AT THE BUFSD MUST MEET GREEN CLEANING HEPA STANDARDS AS PUT FORTH BY THE NYS OFFICE OF GENERAL SERVICES, GREEN CLEANING PRODUCT LIST OF APPROVED VACUUM CLEANERS

<https://greencleaning.ny.gov/Product/Default.aspx>

CONTRACTOR IS NOT PERMITTED TO USE DISTRICT-OWNED EQUIPMENT. IF DISTRICT-OWNED EQUIPMENT IS USED BY CONTRACTOR'S STAFF AND BROKEN, IT WILL BE REPLACED WITH NEW EQUIPEMENT WITHIN ONE WEEK, OR THE REPLACEMENT COST WILL BE DEDUCTED FROM THE NEXT INVOICE.

Section 2

- A. Bids must be received by the Briarcliff Manor Union Free School District, Business Office, by 10:00 AM on January 17, 2024, in an opaque envelope clearly marked:

**Briarcliff UFSD Cleaning Bid Proposal #24-25-001F:
DO NOT OPEN UNTIL 10:00 AM on January 17, 2024**

- B. Proposals must include copies of all pages of the Conditions Form with each page initialed by the contractor.

Section 3

A. Proposal Procedure and Requirements

1. The date and time of the opening of bid proposals will be given in the Public Notice.
2. All bid proposals must be submitted on and in accordance with forms provided by the Board and included in this document. No sheet is to be removed from this document.
3. Where so indicated on the Proposal Forms, sums shall be expressed in whole dollar figures (in words and numbers) clearly written in ink.
4. Except where specifically noted otherwise, all requested alternates will be bid. The Board of Education reserves the right to waive any informalities and accept proposals which are in the best interest of the District.
5. The proposal shall include the legal name of the Contractor and a statement whether the Contractor is a sole proprietor, a partnership, a corporation, or any other legal entity, and shall be signed by the person or persons legally authorized to bind the Contractor to the Contract(s). All required signatures shall be original handwritten in ink with the full name of the person executing same. No initials, stamp, photocopy or other copy, or company name may be used in lieu of any required original signature. A bid by a corporation shall also give the State of Incorporation and have the corporate seal affixed.
6. No alteration, erasure, or addition is to be made in the printed matter. Any deviations from the conditions and specifications may constitute sufficient grounds for rejection of a proposal. All exceptions are to be noted on a separate sheet.
7. Prices and information required, except the signature of the Contractor, should be handwritten in ink or typed for legibility. Illegible or vague proposals may be rejected. All signatures must be original, written in ink. Facsimile or printed signatures are not acceptable.

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8. No charge will be allowed for federal, state, or municipal sales and excise taxes since the school district is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Contractor.
9. Any bid submitted will be binding for a period of 45 days subsequent to the date of the bid opening. This period may be extended by mutual agreement.
10. All proposals received after the date and time stated in the Public Notice will not be considered and will be returned to the Contractor. The Contractor assumes the risk of any delay in the mail or in the handling of the mail by employees of the District. In whatever way it delivers its proposal package, the Contractor assumes responsibility for having his/her proposal deposited on time and at the place specified. **However, the Board of Education reserves the right, in its sole discretion, to waive any proposal or specification informalities relating to a specific proposal to reject any and all bids or parts of bid, to re-advertise and invite new proposals, or to accept the whole or part of a proposal, or to accept parts of proposals from more than one Contractor, as in the Board's judgment it deems to be in the best interest of the District.**
11. The submission of a proposal will be construed to mean the Contractor is fully informed as to the extent and character of the services, supplies, materials, or equipment required and a representation that the bidder can furnish the services, supplies, materials or equipment satisfactorily in complete compliance with these specifications.
12. All proposals must be sealed. They must be submitted in an opaque plain manila envelope. All bids must be addressed to the Briarcliff Manor UFSD Business Office. The bid envelope must be clearly marked,

**Briarcliff UFSD Cleaning Bid Proposal #24-25-001F
DO NOT OPEN UNTIL 10:00 AM ON JANUARY 17, 2024**

Telephone, facsimile and electronic quotations or amendments will not be accepted at any time. All materials submitted with the proposal will become the property of the District and will not be returned.

B. Performance

1. Failure to perform all or any part of this contract, or failure to perform satisfactorily may result in termination of this contract at the option of the District. However, nothing in this paragraph will be construed as limiting any obligation on the part of the bidder.
2. All cleaning, both nightly and periodically, shall be performed to the complete satisfaction of the Superintendent of Schools or designated representative (e.g., the Assistant Superintendent for Finance & Operations or the Director of Facilities, or the Assistant Director of Facilities).
3. The services described in this document are for the purpose of description rather than limitations.
4. There will be no smoking or other tobacco use in District buildings or on the grounds of the District.

C. Contractor's Certification

1. Under penalty of perjury the Contractor certifies that:

a) The proposal submitted herein has been arrived at by the Contractor independently and has been submitted without collusion with any other vendor of services, materials, supplies, or equipment of the type described in the invitation for bids, and

b) The contents of the proposal have not been communicated by the Contractor, nor to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Contractor or its surety on any bond furnished herewith, prior to the official opening of the proposal.

D. Interpretation of Documents

1. No interpretation of the meaning of the specifications or other Contract document will be made to any Contractor, orally, except at the mandatory meeting of contractors who wish to submit proposals.

E. Contract

1. Each proposal will be received with the understanding that its acceptance, in writing, by the District, approved by the Board of Education, to furnish any or all of the items described shall constitute a Contract(s) between the successful Contractor and the District. The Contract(s) shall bind the successful Contractor to furnish the labor and material required at the prices and in accordance with the conditions of his/her proposal.

2. The placing in the mail of a notice of award to a successful Contractor, to the address given in the proposal, will be considered sufficient notice of acceptance of the Contract(s).

3. If the successful Contractor fails to furnish service on the date of commencement of the Contract(s), or should it default in meeting any obligation under said Contract(s) or should the successful Contractor fail, or be delinquent in its preparation of the procedures required in meeting the conditions and provisions of the specifications in a timely fashion, as determined by the Board of Education of the Briarcliff Manor Union Free School District, then the District shall have the right to declare the successful Contractor in default and in addition, to any other legal or equitable remedies available to it, the District, upon declaring the successful Contractor in default may upon written notice to the successful Contractor, take the following action:

a) Withhold any funds due the successful Contractor under this contract and have the right of set-off and/or recoupment and/or counterclaim against said funds for any claims for which the District might have against the successful Contractor.

b) Commence providing the services contracted for with the successful Contractor, either directly or through another contractor. The successful Contractor shall be responsible and obligated for all damages caused by said default and for all costs and damages suffered by the District. Said damages are to include reasonable attorney's fees incurred in contracting with another party.

4. It is mutually understood and agreed that the successful Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract(s) or its right, title, or interest herein, or its power to execute such Contract(s), or any part hereof to any person, company, or corporation, without the previous written consent of the District.

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5. Upon notification to the successful bidder of the Board of Education's "notice of award" a Contract between the successful Contractor and the District shall occur without further notification, and shall include the specification and bid form, the BUFSD cleaning services bid worksheets, the contract specifications for cleaning services, the insurance agreement – contractors, the document entitled References/Experiences, the conflict of interest certification, the hold harmless agreement, the form for proposal for cleaning and the notice to bidders.

6. Each and every provision of law and clause required by law to be inserted herein and the Contract(s) shall be deemed to be inserted herein and the Contract(s) shall be read and enforced as though it were included herein, and if through a mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract(s) shall forthwith be physically amended to make sucinsertion.

7. The District reserves the right to cancel this contract upon thirty (30) days written notice to Contractor.

8. The District reserves the right to change the scope of work, (i.e. reduce hours, change square footage cleaned) upon thirty (30) days written notice to Contractor.

F. Guarantees by the Successful Bidder

1. The District may at any time by a written order, require the performance of extra work or changes in the work as it may find necessary or desirable. The amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined by the applicable prices, set forth in the Contract. The District shall not be liable for any extra work or increased compensation unless authorized by the District's written order.

2. All material services, workmanship, and credit history shall be subject to inspections, examination, and test by the District at the District's expense. The selection of bureaus, laboratories, and/or agencies for the inspection and tests of services, supplies, materials, and equipment shall be made by the District.

3. The successful Contractor warrants and guarantees:

a) That the Contractor is financially solvent and is experienced in and competent to perform the type of work and to furnish the materials, supplies, and equipment to be performed or furnished by it.

b) That it shall procure and maintain Workers' Compensation Insurance, New York State Disability Insurance, and New York State Unemployment Insurance for all of its employees engaged in the performance of the proposed Contract(s). The Contractor shall also conform with all Automobile Insurance and Commercial Liability Insurance requirements set forth in the Specifications section of this document. Certificates of Insurance will be submitted no later than 30 days prior to the commencement of the contract and each subsequent contract year, if applicable.

c) That it will comply with the Occupational Safety and Health Act (OSHA), the "State Occupational Safety and Health Act" (SOSHA) and the "Toxic Substances Act" (Right to Know Act) with respect to all operations or activities on any of the properties owned or leased by the District. MSDS sheets will be promptly provided to all school locations where contractor-provided chemical products are used.

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d) That it will comply with minimum wage standards, prevailing wage requirements and other requirements set by law as to all of its employees while they are engaged in work under any contract between the Contractor and the District.

e) i. That it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, disability, gender, marital status or other discriminatory classification under state or federal law. Such action shall be taken with reference but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

ii. That it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, age, national origin, disability, gender, or marital status.

f) That it will comply with all Federal provisions for drug and alcohol testing and be responsible for any and all fines related thereto. This is a basic Contractor qualification standard.

g) The successful Contractor will comply with any and all other applicable Federal, State and/or local laws, rules, and regulations as they concern pupil transportation in the State of New York, specifically and the United States of America, generally.

h) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

G. Payments

1. The acceptance by the Contractor of the Final Payment shall be and hereby is a release to the District of all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the District and others relating to or arising out of this work, excepting the Contractor's claims for interest upon Final Payment, if this be improperly delayed.

2. Payments of any claim shall not preclude the District from making claims for adjustment on any item found not to have been in accordance with general conditions and specifications.

3. The District may withhold from the Contractor so much of the payment due him/her as may in the judgment of the District be necessary to assure the payment of just claims then due and unpaid of any persons supplying labor or materials. The District shall have the right, as agent for the Contractor, to apply any amounts so withheld in such manner as the District may deem proper to satisfy such claims or to secure such protection. Such application of said money shall be deemed payments for the account of the Contractor.

4. The District may withhold from the Contractor the final payment until such time as all keys and all communication devices issued to the Contractor have been returned to the District.

Payment for services rendered under the provisions of a Contract(s) awarded hereunder shall be made upon receipt of properly itemized invoices submitted to the District and audit of same. Such payments shall be made monthly on the basis of *services already rendered*. If the invoice is received by the tenth day of a given month, payment will be tendered within thirty (30) days of receipt of the invoice. With adjustments for agreed variations, the monthly payment will ordinarily approximate one-twelfth (1/12) of the yearly Contract(s) amount, with a total of twelve (12) payments per year. No later than the last payment, there will be included any debit or credit due to audit of hours, number of vehicles used, or other mutually agreed to revision that would affect the total yearly cost.

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The BMUFSD reserves the right to withhold payment from Contractor if Contractor fails to meet cleaning requirements and timelines. Amount withheld will be calculated as follows:

of District hours needed to meet timeline x \$75 / hour

H. Option to Extend/Renew Contract

The District shall have the option of extending or renewing this contract for up to four (4) consecutive additional periods of twelve (12) months, each upon the same terms and conditions as are contained in the initial contract. The District, each year will consider, upon request, an inflationary increase not to exceed the Consumer Price Index for December from the New York, Northeastern New Jersey area based upon index for all urban consumers (C.P.I.-U), provided it has been satisfactorily established by the Contractor that there has been at least an equivalent increase in the amount of the cost of operation, during the period of the contract. Said options shall be deemed to have been exercised upon formal written notification to Contractor at least thirty (30) calendar days prior to the expiration of the contract. If the District exercises the option for the first additional twelve (12) month period, the contract as renewed shall be deemed to include the option provision for the second and third and fourth additional twelve (12) month periods. However, the total duration of this contract, including any option(s) under this clause, shall not exceed sixty (60) months.

I. Savings Clause

1. The successful contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract(s) shall be delayed or prevented by wars, acts of public enemies, fires, floods, acts of God, or for any other acts not within the controls of the successful Bidder except for strikes or labor unrest, and which by exercise of reasonable diligence he/she is unable to prevent.

J. Personnel Matters

1) All Personnel shall be the responsibility of the Contractor and shall be the Contractor's employees. In addition, the Contractor will be responsible for fulfilling the fingerprinting requirements, background check requirements, and drug and alcohol testing requirements pursuant to all State Education Department regulations, and applicable State and Federal law.

2) Additionally, the Contractor will provide the BMUFSD with the social security numbers, proof of background checks/clearance and proof of OSHA training for each employee that will be working in the buildings. The District must be immediately notified of any personnel changes and all required employee information must be forwarded without delay.

3) The responsibility for hiring and discharging personnel with respect to all obligations arising from the Contract shall rest entirely upon the Contractor, and the Contractor agrees not to enter into any agreement or arrangement with any employee, person, group, or organization which will in any way interfere with the ability to comply with this requirement, except as otherwise required by law. The Contractor further agrees that the District or the respective Superintendent of Schools shall have the right to remove any person. The District reserves the right, in the exercise of its sound discretion, to reject employees or to direct that they be replaced, without being limited to considerations of health and driving records.

*Briarcliff Manor UFSD
45 Ingham Road
Briarcliff Manor, NY 10510*

4) To the extent required by New York State Education Law, all employees hired by the Contractor to provide services pursuant to the Contract(s) must be approved for employment by the District's Superintendent of Schools or designee prior to performing services.

K. Operating Matters

1) **District's Operating Policies:** The Contractor shall conform to and abide by the policies, rules, and regulations of the District as set out in the present written policies and rules of the District, as modified by current practice, and such other future regulations as may reasonably be required by the District, with the consent of the Contractor.

2) **Emergency Closings:** The Contractor shall be available to consult with the respective Director of Facilities or the Assistant Director of Facilities or his designee, during times of inclement weather and the potential of closing school.

3) **Security:** The Contract and its employees shall exercise a high degree of care to prevent unauthorized removal of property and transfer of supplies. Contractor shall lock all interior doors, close all windows and turn out all lights as an area is completed. The Contractor assumes full responsibility for all keys assigned to personnel. No rooms shall be left unlocked or unattended at any time.

INSURANCE AGREEMENT – CONTRACTORS

I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees to effectuate the naming of the District as an unrestricted additional insured on the Contractor's insurance policies, with the exception of workers' compensation.

II. The policy naming the District as an additional insured shall:

Be an insurance policy from an A.M. Best rated "secured" or better, New York State admitted insurer.

Provide for 30 days notice of cancellation.

State that the organization's coverage shall be primary coverage for the District, its Board, employees, and volunteers.

The District shall be listed as an additional insured by using **endorsement CG 2026** or broader.

The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

III. The Contractor agrees to indemnify the district for any applicable deductibles.

IV. Required insurance:

Commercial General Liability Insurance

\$1,000,000 per occurrence/ \$2,000,000 general and products/completed operations aggregates.

The general aggregate shall apply on a per project basis.

Automobile Liability

\$1,000,000 combined single limit for owned, hired, and borrowed and non-owned vehicles.

Workers' Compensation

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form (Form C-105.2), as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

Owners Contractors Protective Insurance

(Required for construction projects in excess of \$200,000.)

\$1,000,000 per occurrence/\$2,000,000 aggregate, with the district as the named insured.

*Briarcliff Manor UFSD
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Briarcliff Manor, NY 10510*

Excess Insurance

Limits depending on the size of the project.

Bid, Performances, and Labor & Material Bonds

If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.

V. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.

VI. Contractor acknowledges that failure to obtain and maintain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available the District. The Contractor shall provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities and upon any renewal of the contract for subsequent years.

VII. The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The Contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.

INSURANCE CERTIFICATION

Your insurance representative must complete the form below in order to be considered for the award of this bid and it is important that you complete the Bidder's Acknowledgment section of this form. Please note that a certificate of insurance must accompany your bid submission in order for your bid to be considered.

Insurance Representative's Acknowledgement:

We have reviewed the insurance requirements set forth in the bid and are capable of providing such insurance to our insured in accordance with such requirements in the event the contract is awarded to our insured and provided our insured pays the appropriate premium.

Insurance Representative: _____

Address: _____

Are you an agent for the companies providing the coverage?

Yes _____ No _____

Insurance Representative Signature

Date

*Briarcliff Manor UFSD
45 Ingham Road
Briarcliff Manor, NY 10510*

Bidder's Acknowledgement:

I acknowledge that I have received the insurance requirements of this bid and have considered the costs, if any, of procuring the required insurance and will be able to supply the insurance required in accordance with the bid, if it is awarded. I understand that a certificate of insurance must be submitted with my bid; and if it is not, the Briarcliff Manor UFSD may reject my bid and award to the next lowest bidder.

Firm Name

Address:

Bidder's Signature

Date

APPENDIX

References / Experience

Conflict of Interest Certification

Hold Harmless Agreement

Contractor's Proposal Form

Notice to Bidders

EXPERIENCE / REFERENCES

(current preferred, must be within last five years)

1. **EXPERIENCE**

Dates of Service

2. **REFERENCES****: Please list a minimum of five (5) references with name, employer, contact email address and phone number

Dates of Service

Signature of Company Representative: _____ Date: _____

Use additional pages if necessary.

Briarcliff Manor UFSD
45 Ingham Road
Briarcliff Manor, NY 10510

CONFLICT OF INTEREST CERTIFICATION

Name of Proposer _____

Business Address _____

Telephone Number _____ Date of Proposal _____

The Proposer above mentioned declares and certifies:

First _____ That the said Proposer is of lawful age and the only one interested in this proposal, and that no one other than said Proposer has any interest herein.

Second _____ That this proposal is made without any previous understanding, agreement or connection with any other person, firm, or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud.

Third _____ That no member of the Board of Education of the Briarcliff Manor Union Free School District nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education is directly or indirectly interested in this proposal or in the supplies, materials, equipment, work, or services to which it relates, or in any portion of the profits thereof.

Fourth _____ That said Proposer has carefully examined the instructions, schedules, and specifications prepared under the direction of the board of Education, and will, if successful in this proposal, furnish and deliver at the prices proposed and within the time stated, all materials, supplies, apparatus, goods, wares, merchandise, services, or labor for which this proposal is made.

Fifth _____ That the prices quoted are net and exclusive of all federal, state, and municipal sales and excise taxes.

Sixth _____ The following non-collusive bidding certification applies to this proposal.

Subscribed and sworn to before me this _____ day of _____, 2024.

Person, Firm, or Corporation

Notary Public

Authorized Signature

*Briarcliff Manor UFSD
45 Ingham Road
Briarcliff Manor, NY 10510*

HOLD HARMLESS AGREEMENT

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE PROPOSER AGREES TO HOLD HARMLESS AND INDEMNIFY THE BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT, THEIR BOARD OF EDUCATION, ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE SCHOOL DISTRICT FROM ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, OR DEMAND WHICH MAY ARISE OUT OF:

ANY INJURY TO PERSON OR PROPERTY SUSTAINED BY THE PROPOSER, ITS AGENTS, SERVANTS, OR EMPLOYEES, OR ANY PERSON, FIRM, OR CORPORATION EMPLOYED DIRECTLY OR INDIRECTLY BY THEM UPON OR IN CONNECTION WITH THEIR PERFORMANCE UNDER THE CONTRACT. HOWEVER CAUSED, ANY INJURY TO PERSON OR PROPERTY SUSTAINED BY ANY PERSON, FIRM, OR CORPORATION, CAUSED BY ANY ACT, DEFAULT, ERROR, OR OMISSION OF THE CONTRACTOR, ITS AGENTS, OR EMPLOYEES OR ANY PERSON, FIRM, OR CORPORATION, DIRECTLY OR INDIRECTLY EMPLOYED BY THEM UPON OR IN CONNECTION WITH PERFORMANCE UNDER THE CONTRACT.

THE ASSUMPTION OR INDEMNITY, LIABILITY, AND LOSS HEREUNDER SHALL SURVIVE CONTRACTOR'S COMPLETION OF SERVICE OR OTHER PERFORMANCE HEREUNDER AND ANY TERMINATION OF THIS CONTRACT.

THE CONTRACTOR AT ITS OWN EXPENSE AND RISK SHALL DEFEND ANY SUCH LEGAL PROCEEDINGS THAT MAY BE BROUGHT AGAINST THE SCHOOL DISTRICT, THE BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE SCHOOL DISTRICT ON ANY CLAIM OR DEMAND, AND SHALL SATISFY ANY JUDGMENT THAT MAY BE RENDERED AGAINST THE SCHOOL DISTRICT, THE BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE SCHOOL DISTRICT.

THIS INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS AGREEMENT SHALL APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, OR DEMAND, OR WHATEVER NAME OR NATURE, NOTWITHSTANDING THAT CONTRACTOR MAY DEEM THE SAME TO BE FRIVOLOUS OR WITHOUT MERIT. IT IS INTENDED THAT THIS AGREEMENT BE INTERPRETED IN THE BROADEST MANNER POSSIBLE SO AS TO INSULATE ALL OF THE ENTITIES, PARTIES, AND INDIVIDUALS NAMED ABOVE FROM ANY LIABILITY, COST, OR JUDGMENT, MONETARY OR OTHERWISE, AS THE SAME MAY RELATE TO THE PERSONNEL AND SERVICES PROVIDED BY THE CONTRACTOR.

SIGNATURE _____ Date: _____

Sworn before me this _____ day of _____, 2024.

Notary Public: _____

**Briarcliff Manor UFSD
45 Ingham Road
Briarcliff Manor, NY 10510**

Non-Collusive Bidding Certification

By submission of this bid, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or bid hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

“(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto 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 knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to 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 other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Signature

Title

Date

*Briarcliff Manor UFSD
45 Ingham Road
Briarcliff Manor, NY 10510*

4. COMPANY ORGANIZATION FORM

Please list the name(s) of company officers

Name

Title

Name

Title

Name

Title

Name

Title

Name

Title

Briarcliff Manor UFSD
45 Ingham Road
Briarcliff Manor, NY 10510

FORM FOR PROPOSAL FOR CLEANING

BUILDING	# of PEOPLE	# of HOURS / DAY	TIME
TODD	6	24 hours/day	5:00 PM – 9:00 PM
MS/HS	9	36 hours/day	5:00 PM – 9:00 PM

Pursuant to the advertisement published in the Journal News on JANUARY 3, 2024, requesting proposals for cleaning the Briarcliff UFSD for July 1, 2024 – June 30, 2025, I hereby propose to furnish the required services, in accordance with the conditions and directions as outlined in the attached specifications for the

TODD ELEMENTARY SCHOOL (approximately 60,000 square feet to be cleaned)

SUB TOTAL 12 month cost of: _____ dollars. (\$ _____) to be
paid in 12 equal monthly installments of _____ dollars (\$ _____)

BRIARCLIFF MIDDLE / HIGH SCHOOL (approximately 100,000 square feet to be cleaned)

SUB TOTAL 12 month cost of: _____ dollars. (\$ _____) to be
paid in 12 equal monthly installments of _____ dollars (\$ _____)

GRAND TOTAL FOR BRIARCLIFF MANOR UFSD (approximately 160,000 square feet to be cleaned)

TOTAL 12 month cost of: _____ dollars. (\$ _____) to be
paid in 12 equal monthly installments of _____ dollars (\$ _____)

Total number of employees assigned to this contract: _____

Hourly rate for any additional work (i.e.: casual landscape work, part time cafeteria cleaning, etc.) \$ _____ / hour

Contractor: _____

Address: _____

Subscribed and Sworn by _____
(Person, Firm, or Corporation)

On this _____ day of _____ 2024

(Notary Public)

(Authorized Signature)

Kathy Hochul, Governor



Roberta Reardon, Commissioner

Briarcliff UFSD

Lori Breitman
45 Ingham Rd
Todd Elementary School
Briarcliff Manor NY 10510

Schedule Year 2023 through 2024
Date Requested 12/15/2023
PRC# 2023901232

Location District wide
Project ID# 24-25-001F
Occupation Type(s) Janitor, Porter, Cleaners, Elevator Operator

PREVAILING WAGE SCHEDULE FOR ARTICLE 9 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The Schedule is effective from July 2023 through June 2024. All updates or corrections, are posted on the 1st business day of each month. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website, www.labor.ny.gov. Future copies of the annual determination are also available on the Department's website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500.00).

Building service employee includes, but is not limited, to, watchman, guard, doorman, building cleaner, porter, handyman, janitor, gardener, groundskeeper, stationary fireman, elevator operator and starter, window cleaner, and occupations relating to the collection of garbage or refuse, and to the transportation of office furniture and equipment, and to the transportation and delivery of fossil fuel but does not include clerical, sales, professional, technician and related occupations.

Building service employee also does not include any employee to whom the provisions of Article 8 are applicable.

Responsibilities of the Public Agency

A Public Agency means the state, any of its political subdivisions, a public benefit corporation, a public authority or commission or special purpose district board appointed pursuant to law, and a board of education.

The Public Agency responsible for preparing the specifications for a building service contract must file a statement identifying the types of employees and work to be performed with the New York State Commissioner of Labor, or other fiscal officer (NOTE: The New York State Commissioner of Labor is the fiscal officer on all building service contracts except for those performed by or on behalf of a city, in which case the fiscal officer is the comptroller or other analogous officer of the city).

A separate filing is required for every building service contract. Only one filing is required for each contract, regardless of the duration of the contract. To file with the Commissioner of Labor, the Public Agency MUST submit a Request for Wage and Supplement Information" form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

In response to each filing, the Bureau of Public Work will assign a Prevailing Rate Case (PRC) number to each building service contract, and will issue a Prevailing Wage Schedule setting forth the wage rates required to be paid for work performed and the expiration date of those rates. If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

The Public Agency must include in the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Upon the awarding of the contract, the law requires that the Public Agency furnish the following information to the Bureau of Public Work: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Bureau's "Notice of Contract Award" form (PW 16.9) is provided with the original Prevailing Rate Schedule. The Public Agency is required to notify the Bureau of the completion or cancellation of any public work building service contract. The Bureau's PW 200.9 form is provided for this purpose.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rate. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times his prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule provided with the awarded contract. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage or in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

The Commissioner of Labor makes an annual determination of the prevailing rates, which is in effect from July 1st through June 30th of the following year. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

If a prime contractor on a public work contract has not been provided with a Prevailing Rate Schedule, the contractor must notify the Public Agency who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work.

Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us. www.labor.ny.gov.

Upon receiving the original schedule, the Public Agency is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification. Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, canceled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 9, Section 237 of the Labor Law. The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Law, Article 9, Section 237).

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work contract failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 235.2 of the Labor Law to so notify the financial officer of the Public Agency that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Public Agency shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work contract.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeymen in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 9, Section 231-7a, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 9 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 9, Section 239-1).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 9, Section 239-2).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 9, Section 239-3).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 9, Section 239-4).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Briarcliff UFSD

Lori Breitman
45 Ingham Rd
Todd Elementary School
Briarcliff Manor NY 10510

Schedule Year 2023 through 2024
Date Requested 12/15/2023
PRC# 2023901232

Location District wide
Project ID# 24-25-001F
Occupation Type(s) Janitor, Porter, Cleaners, Elevator Operator

Notice of Contract Award

New York State Labor Law, Article 9, Section 231.5 requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16.9, which may be photocopied), MUST be completed for EACH prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this building service contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Occupation(s): _____	
Approximate Starting Date: _____ / _____ / _____	_____	
Approximate Completion Date: _____ / _____ / _____	_____	

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

Introduction to the Prevailing Rate Schedule

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500).

Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.

The Public Agency must include the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rates. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times the prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule.

A supplemental benefit of 'paid time off' shall be provided as paid leave, or converted to an hourly value paid to the employee. If 'paid time off' is converted to an hourly monetary value, such an amount is to be paid in addition to any other hourly supplements required by this schedule.

The hourly value for 'paid time off' would be calculated as follows: hourly wage rate X 8 hours per day X total number of paid days off divided by 2080 hours. For example: \$16.00 per hour wage rate X 8 hours per day = \$128.00; \$128.00 X 5 paid days off = \$640.00; \$640.00 divided by 2080 hours = \$0.31 per hour. The \$0.31 per hour amount would be in addition to any other required supplemental monetary amount paid.

All 'paid time off' provided to part-time employees, shall be prorated (divided, distributed, or assessed proportionately) based on fulltime equivalent hours.

The amount of 'paid time off' for part-time employees, would be calculated as follows: number of part-time weekly hours divided by 40 fulltime weekly hours = percentage of 'paid time off' for part-time employee. For example: a fulltime employee works 40 hours per week and a part-time employee works 30 hours per week (30 hours divided by 40 hours = .75); If a fulltime employee is provided 5 paid vacation days (5 X .75 = 3.75), a part-time employee would be provided 3.75 paid vacation days.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

NOTE: For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12226

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Westchester County Article 9

Janitor, Porter, Cleaners, Elevator Operator

12/01/2023

JOB DESCRIPTION Janitor, Porter, Cleaners, Elevator Operator

DISTRICT 10

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Westchester

WAGES

Per hour

	07/01/2023	10/01/2023
Janitor	\$17.85	\$ 18.45

NOTE: Duct cleaning is broken down into two separate functions.

1. The Disassembly, re-assembly and modification of duct, which is covered under Article 8
2. The actual cleaning of the duct which is covered by Article 9

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

Note: Employees retained by an Employer at a newly contracted location shall be given credit for length of service with predecessor employer(s) for all purpose including but not limited to Monetary Benefit entitlement, Vacation entitlement, Holiday entitlement, and Sick Leave entitlement.

MONETARY BENEFIT*

07/01/2023

Full Time**

After 90 days but less than 6 months:

\$7.60

Full Time**

After six months:

7.78

Part Time(hired prior to 12/31/07)

6.21

Part Time(hired after 01/01/08)

0.91

(*)Amounts are payable after time period stated above and only on first 40 hrs paid unless note above applies to employee.

(**)FULL TIME defined employees regularly scheduled to work a minimum of 27.5 hours per week

SICK LEAVE

Beginning with an employee's seventh month of employment, all employees are entitled to seven (7) sick days per calendar year, except in employee's first year of employment when he shall be entitled to 3 days, after 90, then pro rated up to 270 days of employment. Unused sick time to be paid in full by pay week closest to 12/15.

VACATION LEAVE

Time Employed	Vacation Earned
6 Months	3 Days
1 Year	1 Week
2 Years	2 Weeks
5 Years	3 Weeks
15 Years	4 Weeks
25 Years	5 Weeks

Vacation pay is based upon the employee's regularly scheduled straight time hours.

Paid time off for part-time employees shall be prorated. (See "Introduction to the Prevailing Rate Schedule" page 10, 'Wage and Supplements' heading, for a detailed explanation.)

OVERTIME PAY

See (B, B2) on OVERTIME PAGE

All work on 6th consecutive day paid at 1.5 times rate

All work on 7th consecutive day paid at 2 times rate

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Plus choice of either Presidents Day(25) or Martin Luther King, Jr. Day(26)

Plus an additional 2 Floating Holidays

In order to be eligible for holiday pay, an employee must work 2 days in week prior to the holiday and complete 60 day probation period.

When any of the stated holidays shall fall on Saturday or Sunday, it shall be observed on the following Monday or preceding Friday, depending upon when the building is closed.

10-32 BJ

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day
- (28) Easter Sunday

(29) Juneteenth

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone

Fax

E-Mail:

2. NY State Units (see Item 5).

☐

01 DOT

☐

02 OGS

☐

03 Dormitory Authority

☐

04 State University
Construction Fund

☐

05 Mental Hygiene
Facilities Corp.

☐

06 OTHER N.Y. STATE UNIT.

☐

07 City

☐

08 Local School District

☐

09 Special Local District, i.e.
Fire, Sewer, Water District

☐

10 Village

☐

11 Town

☐

12 County

☐

13 Other Non-N.Y. State
(Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone

Fax

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

☐

1. New Building

☐

2. Addition to Existing Structure

☐

3. Heavy and Highway Construction (New and Repair)

☐

4. New Sewer or Waterline

☐

5. Other New Construction (Explain)

☐

6. Other Reconstruction, Maintenance, Repair or Alteration

☐

7. Demolition

☐

8. Building Service Contract

8. OCCUPATION FOR PROJECT :

☐

Construction (Building, Heavy
Highway/Sewer/Water)

☐

Tunnel

☐

Residential

☐

Landscape Maintenance

☐

Elevator maintenance

☐

Exterminators, Fumigators

☐

Fire Safety Director, NYC Only

☐

Fuel Delivery

☐

Guards, Watchmen

☐

Janitors, Porters, Cleaners

☐

Elevator Operators

☐

Moving furniture and
equipment

☐

Trash and refuse removal

☐

Window cleaners

☐

Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://apps.labor.ny.gov/EDList/searchPage.do>

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

Article 9

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	NYC	*****5732	COMMERCIAL BUILDING MAINTENANCE CORPORATION		65 BILTMORE DR MASTIC BEACH NY 11951	03/14/2022	03/14/2027
DOL	NYC		DAVID PARSONS		200 OAK DR SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL	*****9060	PEC GROUP OF N.Y., INC.		9.35 S LAKE BLVD SUITE 7MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		RUSSELL NEEDHAM		532 NEPTUNE AVENUE BROOKLYN NY 11224	01/12/2022	01/12/2027
DOL	DOL	*****7007	SHOREFRONT MENTAL HEALTH BOARD	BROOKLYN BRIGHT	532 NEPTUNE AVENUE BROOKLYN NY 11224	01/12/2022	01/12/2027