

**Town of Cortlandt Purchasing
1 Heady Street
Cortlandt Manor, New York 10567
(914) 734-1047
www.townofcortlandt.com**



**Bid Opening: January 26, 2016 at 2:00 PM
Pre-Bid Meeting: January 19, 2016 at 10:00 AM**

BID #16-02

Janitorial Cleaning

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**TOWN OF CORTLANDT PURCHASING
1 HEADY STREET
CORTLANDT MANOR, NEW YORK 10567
TELEPHONE: 914-734-1047 / FAX: 914-734-1049**

TITLE: Janitorial Cleaning

BID NUMBER: #16-02

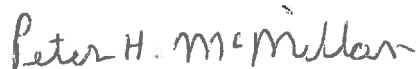
January 6, 2016

Attention Bidder(s):

You are invited to bid on Janitorial Cleaning required by the Town of Cortlandt.

Attached you will find general bidding information, a description of the material, a bid form and a Non-Collusive Certificate for your use in submitting a bid.

Yours truly,



Peter H. McMillan
Director of Purchasing

PHM/ac
Attachments

**TOWN OF CORTLANDT PURCHASING
1 HEADY STREET
CORTLANDT MANOR, NEW YORK 10567
TELEPHONE: 914-734-1047 / FAX: 914-734-1049**

TITLE: Janitorial Cleaning

BID NUMBER: #16-02

STATEMENT OF NO BID

Dear Sir:

We, the undersigned, have declined to bid on your bid number **#16-02** for the following reason:

_____ We do not offer this product

_____ Our policy schedule would not permit us to perform

_____ Unable to meet specifications

_____ Unable to meet bond requirements

_____ Other _____

We understand that if the no bid letter is not executed and returned, our name may be deleted from the list of qualified bidders for the Town of Cortlandt.

Company Name _____

Signature _____

Telephone _____

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GENERAL BIDDING INSTRUCTIONS

These general specifications, as completed by the bidder, shall become part of his bid proposal.

Sealed bids shall be received and publicly opened in the office of the Director of Purchasing of the Town of Cortlandt, Town Hall, 1 Heady Street, Cortlandt Manor , New York, **2:00 PM (local Verizon time), January 26, 2016**, for the purchase of **Janitorial Cleaning**. Faxed bids are not considered "sealed" and will **NOT** be accepted.

Bids shall be submitted in an envelope **CLEARLY** marked BID **"Janitorial Cleaning"**.

A Non-Collusive Affidavit (copy attached) shall accompany each bid.

Bids shall be submitted on the attached forms only. Extra pages and literature may be added to this package, however, **THE PACKAGE SHALL BE RETURNED INTACT AS RECEIVED.**

Bids shall be signed by an authorized individual.

The Town of Cortlandt is exempt from payment of ALL Federal and New York State taxes.

Bidders shall familiarize themselves with all provisions of these specifications and shall not, after submitting the bid, dispute the specifications or assert that there is a misunderstanding in regard to the furnishing of items(s) in this bid.

The bidder in submitting this proposal agrees to enter into contract with the Town of Cortlandt.

1. TERM OF CONTRACT:

☐ One time purchase

☒ One year fixed price contract with option for a second year and third year with mutual consent of all parties.

☐ Other:

2. SHORT TERM EXTENSION:

In the event the replacement contract has not been issued, any contract let and awarded hereunder by the town may be extended unilaterally by the town for an additional period of up to one month upon notice to the contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), prices, and delivery requirement. With the concurrence of the contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

3. AWARD OF CONTRACT:

Awards of contract may be made EITHER on the basis of the lowest net unit price for each item or on the basis of the lowest total bid, whichever is deemed the best interests of the Town of Cortlandt or reject any or all bids.

Bid summary sheets will be provided to all present at bid opening. If not present, a summary sheet will be mailed to all who bid. We will **** NOT ACCEPT PHONE CALLS REQUESTING SUMMARY SHEET INFORMATION****.

The Director of Purchasing reserves the right to select the bid proposal, the acceptance of which will, in his judgment, best secure this material, equipment or services which will be in the best interest of the Town of Cortlandt (irrespective of whether it is low bid, the high bid, or otherwise) or to reject any or all bids. Proposals which are incomplete, conditional or obscure or which contain conditions not called for, erasures, alterations or irregularities of any kind may be rejected as informal, or may be waived at the discretion of the Director of Purchasing if any informality is deemed immaterial and non-prejudicial to the Town and other bidders.

Unit prices shall be controlling in the extension of the bidder's net unit prices times estimated Town requirements. Errors in such multiplication and in the additional of such extension may be corrected by the Director of Purchasing subject to verification by the bidder.

Bidder must submit with the bid detailed specifications, and all necessary data on the materials, equipment or services he proposes to furnish. If the offer differs from the minimum provisions of the buyers specifications, such differences must be explained in detail and bid will receive careful consideration if such deviations do not depart from the intent of this specification and are to the best interest of the Town of Cortlandt, as interpreted by the Director of Purchasing.

4. BID PRICES AND QUANTITIES:

It is understood that contract prices shall hold firm and prevail for the actual quantities required and ordered as needed during the life of the contract whether more or less than estimated quantities. Quantities as listed on the bid sheets are estimated for bidding purposes only. Award of contract shall be for the quantities actually ordered as needed during the contract period.

Unit prices quoted shall be net exclusive of all taxes; and must include all transportation, delivery and unloading costs fully prepaid F.O.B. destination, inside delivery (if applicable).

These unit prices shall not be subject to any increase during the life of the contract.

If any reduction in price is announced during the life of the contract, The Town of Cortlandt shall receive the benefit of such reduction. In such event the contractor must submit his revised prices in writing within (5) five days of announcement.

5. DELIVERY:

All deliveries are to be made within (SEE SPECS) work days of receipt of written purchase order or authorized verbal requests except as may be otherwise arranged by supplier and purchaser.

Emergency deliveries are to be made within (24) twenty-four hours from receipt of a telephone or TWX request from the Director of Purchasing.

All deliveries are to be made on business weekdays between the hours of 9:00AM and 3:00PM, except as may be otherwise arranged by supplier and purchaser.

6. **PENALTY:**

In the event deliveries are not made as specified to a Town delivery point the Director of Purchasing shall reserve the right to purchase any such bid item on the open market, and to charge any increase in price paid over the current price to the account of the contract.

7. **DELIVERY OF UNAPPROVED SUBSTITUTIONS:**

Vendors are authorized to ship only those items covered by the Town contract. If a review of orders placed by the Town reveals that an item other than those covered by and specified in the Town contract have been ordered and delivered, the Director of Purchasing will take such steps as are necessary to have the item(s) returned by the contractor regardless of the time lapse between the date of delivery and discovery of the violation. Full credit will be demanded compliance with this requirement as a joint responsibility of the Town and the vendor. Violation of this clause may result in the removal of the offending vendor(s) name from the Town(s) mailing list for a period up to three years.

8. **NEW PRODUCTS:**

All products will be NEW unless otherwise indicated in this bid.

9. **SERVICE:**

Contractor must be prepared at all times to furnish technical services at no charge including product testing laboratory services within (2) two business days of a request to do so from the Director of Purchasing and to investigate and report to the Director of Purchasing on any complaint that might arise in connection with the use of his product by the using Town agency whenever the qualitative character of his product is in question.

10. **METHOD OF OPERATION:**

After the bids are opened and the successful bidder is determined, a 'NOTICE OF AWARD' or equivalent may be forwarded to the successful bidder. At that time, the other bidders may request, in writing, a list of pricing submitted by all bidders. It is required that the supplier cooperate with the Town to the fullest extent to the end that the materials supplied are delivered to the Town in strict accordance with the specifications and delivery requirements of the bid proposal.

For the duration of the Town contract the Town may order material covered by the contract directly from the vendor when and as required. These orders will be covered by the issuance of a multipart Town of Cortlandt Purchase Order.

11. **TRADE NAMES:**

Bidders shall state the trade name, brand name or manufacturer for each item bid. Such trade names shall not in any way set aside the requirement of compliance with specifications.

Reference to a particular trade name, brand name or manufacturer catalog or model number is made for descriptive purposes to guide the bidder in interpreting the requirement of the Town of Cortlandt. They should not be construed as nor are they intended to exclude proposals on other types of materials, equipment and supplies unless the words "NO SUBSTITUTIONS" are added to that particular line item on the specification page.

12. **PROTESTS:**

No protests regarding the validity or appropriateness of the specifications or of the invitation for bids will be considered unless the protest is filed with the Director of Purchasing prior to the closing date for bids. Post-award protests must be filed with the Director of Purchasing within 5 calendar days of bid award. The Director will consult with the appropriate Town official(s) and render a decision in writing within 10 calendar days from date protest is filed.

13. **PRICE EXTENSION:**

It is understood and agreed that all Agencies, Boards, Commissions and Authorities of the Town of Cortlandt may participate in the contract award.

The undersigned offers and agrees, if this offer is accepted within 45 calendar days from the date for receipt of offers specified herein, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule.

14. **BID DEPOSIT:**

All bidders shall post a certified check or letter of credit at the request of the Director of Purchasing, in a percentage of the entire bid price. If no set amount is bid, then the Purchasing Director shall set the appropriate amount required. Said certified check or letter of credit must be delivered with the bid proposal.

☒ X Not Required To be submitted in the amount of ____% of bid total.

_____ Required Amount of \$ estimated and set by the Purchasing Director

15. PERFORMANCE BOND:

Successful vendor may be required to post a performance bond that will be considered as a guarantee that the bidder will render services as stated in the specifications, if awarded to him and will be forfeited to the Town of Cortlandt, New York, as liquidated damages if he fails to do so within time specified. Successful vendor upon notification of award must apply for performance bond if indicated in the General Bidding Instructions and in the amounts indicated.

 X Not Required To be submitted in the amount of % of vendor's bid total

 Required

16. PURCHASES BY THE VILLAGE OF CROTON-ON-HUDSON AND BUCHANAN:

All prices and conditions will be available to the VILLAGE OF CROTON-ON-HUDSON, NEW YORK, AND THE VILLAGE OF BUCHANAN, NEW YORK, said Villages will be responsible for their own ordering and payment directly with the vendor.

(SIGNATURE)_____

17. PREVAILING WAGES (FOR APPLICABLE PROJECTS ONLY)

All vendors submitting bids are required to conform to all current NYS prevailing wage laws, the Town has applied for and has received a PRC number for this project, which has been included with this document as an attachment. The successful vendor(s) is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. Current rates are available by calling the NYS Department of Labor at (585) 258-4505. Rates are also available via the internet at:
http://198.22.236.39/prevailing_wage_home.shtm

The Town will only pay and the vendor agrees to only charge prevailing wage rates to those employees of any organization that are required by New York state law to receive said rates in the course doing work for the Town. Payments may not be made to any vendor covered under this contract prior the vendor supplying the Town with certified payrolls in accordance with New York State Department of Labor regulations.

The contractor agrees to verify all rates with the New York state department of Labor prior to submitting a proposal and prior to doing any work for the Town as well as to establish which of the those workers involved in any part of a contract for the Town are required by law to receive said rates

Corporations and Partnerships submitting proposals are hereby informed that ALL personnel working on this project must be paid the prevailing rate or above in accordance with the current New York State Labor Laws in effect during the course of the project. This includes all owners, partners and other management and other employees as required.

No payments will be made to any vendor covered under this contract prior the vendor supplying the Town with certified payrolls in accordance with New York State Department of Labor regulations.

NOTE: Vendors currently on the NYS Labor Department Debarred list will not be considered for award of this contract. By submitting a bid for consideration, the vendor is indicating to the County that they are currently in good standing with the NYS Department of Labor at the time of the bid.

Fed ID# _____

18. EMERGENCY PURCHASES AND/OR SERVICES

In the event that a disaster emergency is declared and the product and/or service outlined on this contract is essential to the Town, vendor must provide prompt and immediate delivery of products and/or services, the Town reserves the right to obtain such products or services from any source, including but not limited to this contract, as the Town in his/her sole discretion determines will meet the needs of such emergency.

Emergency (24) twenty four hour contact: _____

Applicable Phone Number: _____

19. TERMINATION CLAUSE

a. For Cause: For a material breach that remains uncured for more than (30) thirty days or other specified period after written notice to the Contractor, the Contract or Purchase Order may be terminated by the Commissioner or Authorized User at the Contractor's expense where Contractor becomes unable or incapable of performing, or meeting any requirements or qualifications set forth in the Contract, or for non-performance, or upon a determination that Contractor is non-responsible. Such termination shall be upon written notice to the Contractor. In such event, the Purchasing Director or Authorized User may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

b. For Convenience: By written notice, this Contract may be terminated at any time by the Town for convenience upon (60) sixty days written notice or other specified period without penalty or other early termination charges due. Such termination of the Contract shall not affect any project or Purchase Order that has been issued under the Contract prior to the date of such termination. If the Contract is terminated pursuant to this subdivision, the Authorized User shall remain liable for all accrued but unpaid charges incurred through the date of the termination. Contractor shall use due diligence and provide any outstanding deliverables.

Notwithstanding anything contained herein to the Town, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the Town for payment under this Agreement. The Town will immediately notify

the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Town of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

20. ALTERNATE AGREEMENT

If, during the term of this agreement, a New York State or County of Westchester agreement for substantially the same item(s) quoted herein, has a favorable prices, terms and conditions that the Town has interest in utilizing, then the Town will have the right to utilize this identified alternate agreement in lieu of this agreement for a period up to, but, not necessarily through, the end of the terms of this agreement.

21. MULTIPLE AWARD

A determination and award of a Contract is in the discretion of the Director of Purchasing to more than one responsive and responsible Bidder who meets the requirements of a specification, where the multiple award is made on the grounds set forth in the Bid Document in order to satisfy multiple factors and needs of Authorized Users (e.g., complexity of items, various manufacturers, differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, geographic location or other pertinent factors). Alternate awards can be made in the event that the primary vendor does not perform to meet the Towns needs and any delay involving the bidding process could be detrimental to the Town.

22. CONDITIONAL BID

Unless the Bid Specifications provides otherwise, a Bid is not rendered non-responsive if the Bidder specifies that the award will be accepted only on all or a specified group of items or Product included in the specification. It is understood that nothing herein shall be deemed to change or alter the method of award contained in the Bid Documents.

23. EQUIVALENT OR IDENTICAL BIDS

In the event two offers are found to be substantially equivalent, price shall be the basis for determining the award recipient. If two or more Bidders submit substantially equivalent Bids as to pricing or other factors, the coin toss method will be used to determine the award.

24. CONTRACT BILLINGS

Contractor and the distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to Purchasing Office in order to receive payment. Billings must contain all information required by the Contract. Bills are processed approximately twice monthly or upon mutual agreement between contractor and Town.

25. PRICE ADJUSTMENT CLAUSE

Unless otherwise stated in this document, at no time during the term of any contract arising from an award by the Town may any of the contract pricing be changed for any reason without written approval by the Town. All pricing shall remain firm for the first six months from the date of award. Once, per each twelve-month period, the vendor or the Town may request a price adjustment. The vendor shall give the Town a minimum of thirty (30) calendar days notification of any request for a price adjustment. Said adjustment may at no time exceed the Consumer Price Index for all items as calculated by the Town of Cortlandt Purchasing Department. Should the Town deem the requested adjustment unacceptable, the Town reserves the right to terminate the contract in accordance with the terms of the bid and seek pricing from whatever sources legally available.

26. BID COORDINATOR

This Bid is issued by the Town of Cortlandt Purchasing Department. The Bid coordinator is listed below. All requests for information MUST go through the Bid coordinator, who is the primary point of contact regarding this proposal from the date of issuance until the selection of the successful contractor.

Town of Cortlandt Purchasing
C/o Peter McMillan
1 Heady Street
Cortlandt Manor, New York 10567

Phone (914) 734-1046
Fax (914) 734-1049
e-mail: peterm@townofcortlandt.com

27. ALTERNATE PRICING

Vendors submitting "Alternate" pricing, products or services, must do so in a separate bid package to be considered for award. Each bid must be submitted under a separate cover and will be considered on its own merits.

28. SECTION 27: IRANIAN ENERGY SECTOR DIVESTMENT

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

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

27.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person

engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

27.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

- (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 its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b)."

Town of Cortlandt will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

27.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Town reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The Town of Cortlandt has made a determination that the goods or services are necessary for the Town to perform its functions and that, absent such an exemption, the Town of Cortlandt would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

Please acknowledge that you have read the Iranian Energy Sector:

Signature: _____

29. PURCHASES – MUNICIPAL AND NOT FOR PROFIT ORGANIZATIONS

The Town of Cortlandt reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts are at the

discretion of the vendor and the vendor is only bound to any contract between the Town of Cortlandt and the vendor. Additionally, the Town reserves the right to purchase any goods or services included as part of this bid from any means legally available to it at any time.

30. BID DISTRIBUTION

The Town of Cortlandt distributes bidding documents through the Purchasing Office or through the Empire State Bid System at www.empirestatebidsystem.com. Copies of bidding documents should not be obtained from any other source. Only those vendors who obtain bidding documents from either the Purchasing Office or the Empire State Bid System will receive addendum information, if such information is issued. It is the vendors responsibility to keep all applicable contact information current.

31. NON-ASSIGNMENT

In accordance with NYS General Municipal Law 109, at no time during the duration of any contract resulting from this bid, shall the successful vendor be allowed to assign any portion of this contract to a third party without express written approval by the Town of Cortlandt.

32. JUDGMENTS/LEGAL FINDINGS

By submitting this bid for consideration, the vendor affirms that they currently have no judgments or other legal findings nor have any pending judgments or other legal findings against the company or any of its executives, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this bid. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the Town.

33. CONFLICT OF INTEREST

The provisions of Article 18 of New York's General Municipal Law: The state Conflicts of Interest Law for Municipal Officials and Town of Cortlandt, Code of Ethics shall apply to this contract. The prospective bidder and or their subcontractor(s) shall certify, to the best of their knowledge, that that they are not aware of any potential organizational or personal conflict of interest as provided for under Article 18 or other relevant matters. If the prospective bidder cannot so certify to this, then they shall provide as part of the bid documents a disclosure statement to the Town providing any past, present or proposed interests which may be deemed a conflict of interest.

If the Town of Cortlandt determines that a potential conflict of interest exists, the prospective bidder and or their subcontractor(s) shall not receive an award unless the conflict of interest can be avoided or otherwise resolved to the satisfaction of the Town of Cortlandt Legal Department.

The Town of Cortlandt reserves the right to reject any and all bids, to waive any informalities therein, or to award the Contract to any Bidder if deemed to be in the best interest of the Town to do so.

Notwithstanding any other provision at the time of signing the contract it shall be understood and agreed to that the parties to the agreement have read and are aware of the provisions of Article 18 of New York's General Municipal Law: The state Conflicts of Interest Law for Municipal Officials and the Town of Cortlandt Code, Code of Ethics.

**TOWN OF CORTLANDT PURCHASING
1 HEADY STREET
CORTLANDT MANOR, NEW YORK 10567
TELEPHONE: 914-734-1047 / FAX: 914-734-1049**

TITLE: Janitorial Cleaning

BID NUMBER: 16-02

BID OPENING DATE: January 26, 2016

TIME: 2:00 PM

34. TECHNICAL SPECIFICATIONS

SECTION 1: PURPOSE

The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for **CUSTODIAL SERVICES** for the Town of Cortlandt.

SECTION 2: TERM OF BID

Contract Period: One year with an option for an additional second and third year.

SECTION 3: PRE-BID SITE VISIT (Encouraged)

Site inspection of locations to be cleaned, will be held on *January 19, 2016 at 10:00 AM*. The meeting will be held at the Purchasing Office, Town Hall, One Heady Street, Cortlandt Manor, NY. Please pre-register via e-mail to peterm@townofcortlandt.com. When pre-registering please indicate all the locations your company is interested in viewing.

SECTION 4: GENERAL INFORMATION

Vendor must respond to an emergency call within 1 hour of a call being placed.

Hours of Operation: The hours of operation for the cleaning staff will be established by the specified department as directed by the Town of Cortlandt.

The Town will provide limited space for the Contractor to store their supplies and equipment that are required in condition with this contract.

The vendor **MUST** supply to the Town all applicable Material Safety Data Sheets for each location plus file ALL applicable copies with the Purchasing Department. This information must be supplied prior to any services being performed at the beginning of the contract. Updated information of new products during the time frame of this contract must also be supplied on a regular base.

Access to Buildings

It shall be the contractor's responsibility to obtain access to buildings and arrange for the buildings to be opened and closed.

Keys may be issued to the Contractor; however, it shall be the contractor's responsibility that adequate arrangements are made for security of the building(s) at the end of each workday, particularly the arming of the security system. Upon request, contractor must provide the Town with any requesting information pertaining to who has access to each particular facility. At the completion of the contract it is the contractor's responsibility to return all keys to the Town in a timely fashion. The Contractor shall be responsible for the cost of replacing any keys that are furnished to and lost by their employees. If locks must be replaced because of loss of key by the Contractor's employee's, the contractor shall pay the cost of that replacement. Similarly, the Contractor shall pay the cost of changing a combination if reasonable.

All Town of Cortlandt facilities have an extensive holiday schedule where the facilities are closed. The cleaning schedule **MUST** be worked out in detail with the facilities manager. Some facilities may need to be cleaned prior to the holiday.

Completed invoices can be submitted monthly but must be accurate, provide details with each date of cleaning, location and have applicable certified payroll. The Town will not process incomplete or inaccurate invoices.

Staff MUST SIGN in at each facility on date of cleaning and complete the required task form. Vendor may not be paid without proper signatures for each day.

SECTION 5 – CLEANING MATERIALS

PART A – TOWN PROVIDES MATERIALS

Materials: The contractor shall provide all necessary materials to accomplish the required cleaning and servicing of all facilities **except** as follows that will be supplied by the town.

- Trash can liners
- Cleaners
- Furniture Polish
- Mop Heads
- Dusting Rags
- Vacuum Bags

PART B - VENDOR PROVIDES MATERIALS

Materials – The contractor shall provide all necessary materials to accomplish the required cleaning and servicing of all facilities **including all items listed below:**

- Trash can liners
- Cleaners
- Furniture Polish
- Mop Heads
- Dusting Rags
- Vacuum Bags

Green Cleaning Materials – vendors should use “Green Cleaning Products” whenever feasible or as requested by the Town of Cortlandt. Product information should be submitted to the Town at the time of contract for approval.

SECTION 6 – Daily Janitorial Services to be performed at each listed location other than the Youth Center.

GENERAL
Empty trash, remove to designated area in plastic disposable bags
Replace disposable plastic bag and spot clean garbage container
Pick up litter on sidewalks adjacent to building
Maintain Janitor closets and sinks
Report broken furniture or equipment to Center Manager
Clean tables, drinking fountain and vending machine surfaces of fingerprints
Dust and wipe Computer Monitors free of smudges and fingerprints
FLOORS
Sweep trash and mop spills
Sweep non-carpeted floors
Vacuum and spot clean carpeted areas
Vacuum and spot clean entry mats
Damp wipe/clean drinking fountains
Sweep up litter and clean lavatories with disinfectant
FURNITURE, WALLS, BATHROOMS
Clean and damp wipe tabletops
Dusting horizontal and vertical surfaces including window sills
Vacuum and spot clean upholstered furniture
Supply and restock hand towels, toilet tissue & hand soap
Maintain soap dispensers
Disinfect and de-scale commodes
Wash, polish sinks, mirrors and chrome fixtures
Dusting horizontal and vertical surfaces to 84 inches
Remove all fingerprints from doors, walls and partitions
Dust all furniture and tabletops, including legs and supports

SECTION 7 – Monthly Janitorial Services to be performed at each location listed other than the Youth Center.

FURNITURE, WALLS, PARTITIONS & RELATED FIXTURES **
Dusting horizontal and vertical surfaces above 84 inches
Dust and damp wipe all Venetian blinds
Clean lighting fixtures of cobwebs and dust
Damp wipe HVAC grilles in lavatories
Wash all window interiors thoroughly
Clean, treat and wax all bare floors, scrape dirt buildup
** this monthly task is to take place the first week/weekend
Of each month.
Contractors to notify Town contact when complete at each
Facility.

SECTION 8 – Daily Janitorial Services to be performed at the Youth Center only on a daily bases.

GENERAL
High and low dusting of horizontal surfaces including desks, sills and cabinets.
Detail vacuum carpeted areas including edges, under desks and behind doors.
Wiping of sides of desks, trash cans, doors and cabinets.
Cleaning and sanitizing of telephones including cradle and receivers.
Brushing and or crevice vacuuming of all upholstered chairs.
Wipe clean legs and bases of chairs and tables in offices areas.
Clean all ceilings
Sweep and wet mop/disinfect all floors
Mirror clean with glass cleaner
RESTROOMS
Resupply paper towels/toilet paper
Maintain soap dispensers
General cleaning top to bottom all bathrooms facilities
Mirror clean with glass cleaner
Wipe clean all restrooms partitions, stools, urinals, and fixtures.
Sink clean with cleanser/disinfectant
Toilet-seat, bowls, tops urinal, around bottom clean disinfectant
Mop all bathrooms and scrub showers

Location Details – SECTION 9

Location	Cleaning Frequency	Specific Day
DES Sanitation 167 Roa Hook Road Cortlandt Manor, NY 10567	5 Times/Week	
DES Tollhouse Bear Mt. Bridge Road Cortlandt Manor, NY 10567	1 Times/Week	Thursday in Season
DES Highway 140 8 th Street Verplanck, NY 10596	3 Times/Week	Note: 3 Offices & 2 Restrooms
DES CUE/CTC Cortlandt Town Center Cortlandt Manor, NY 10567	2 Times/Week	Monday – Morning Friday – Afternoon
Youth Center 3 Memorial Drive Croton, NY 10520	2 Times/Week	TBA

The following are **approximate** square foot measurements of the above facilities.

Highway - ~667 square feet

Tollhouse - ~784 square feet

Sanitation - ~1800 square feet

C.U.E. - ~2592 square feet

Youth Center - ~ 5200 square feet

Bid Pricing – SECTION 10

Please note that all bidders are welcome to bid on Part A only, Part B only or Both.

PART A – TOWN PROVIDES MATERIALS

Location	Cost/Day	Multiply	Cost/Week
DES Sanitation - 5 Times/Week		X5	
DES Tollhouse – 1 Times/Week (Seasonal)		X1	
DES Highway – 3 Times/Week		X3	
DES CUE/CTC – 2 Times/Week		X2	
Youth Center		X2	
Total Weekly Cost:			

PART B - VENDOR PROVIDES MATERIALS

Location	Cost/Day	Multiply	Cost/Week
DES Sanitation - 5 Times/Week		X5	
DES Tollhouse – 1 Times/Week (Seasonal)		X1	
DES Highway – 3 Times/Week		X3	
DES CUE/CTC – 2 Times/Week		X2	
Youth Center		X2	
Total Weekly Cost:			

OPTIONS- This option is for pricing on emergency services and/or additional labor hours.

Description	Labor Rate/Hour	Price in Words
Emergency labor rate		
Additional hourly labor rate for alternate facilities (based on mutual agreement).		

References (at least three):

Company Name: _____

Address _____

Phone _____ **Fax** _____

E-Mail _____

35. STANDARDIZED INSURANCE REQUIREMENTS FOR VENDORS

When a Vendor has occasion to enter upon the property of the Town of Cortlandt for any reason related to the sale of the Vendor's product to the Town of Cortlandt or purchase of surplus Cortlandt goods by the Vendor, the Vendor shall indicate the insurance coverage supplied by this carrier, and that the below mentioned insurance is in full force and effect.

- A. Workmen's Compensation, Statutory, in compliance with the Compensation Law of the State of New York.
- B. General Liability Insurance one million dollars combined single limit (CSL) including the following:
 - 1. All Premises - Operations
 - 2. Contractual Liability
 - 3. Products Liability and Completed Operations.
 - 4. Town of Cortlandt to be named as additional insured

If additional coverages and limits are required for a specific agreement, those requirements will be outlined elsewhere in the agreement specifications. All agreements involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy or proof that the XCU is covered.

- C. Automobile Liability Insurance one million dollar combined single limit (CSL) including the following:
 - 1. Owned Automobiles
 - 2. Hired Automobiles
 - 3. Non-owned Automobiles

THIS FORM MUST BE SIGNED BY VENDOR - (AN OFFICER OF THE CORPORATION.)

INDEMNIFICATION CLAUSE

In addition to, and not in limitation of, the above insurance provisions, for **(Bid or RFP Number)** the contractor (Consultant, Licensee).

- A. That except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the Town of Cortlandt, the Contractor shall indemnify and hold harmless the Town of Cortlandt, its officers, employees and agents from and against any and all liability damage, claims demands, costs, judgments, fees, attorney's fees or loss arising directly; or indirectly out of the performance or failure to perform hereunder by the Contractor or indirectly out of the performance or failure to perform hereunder by the Contractor or third parties under the direction or control of the Contractor and
- B. To provide defense for and defend at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

Vendor affirms that he will comply in the performance of Contract with all applicable provisions of the Labor Law, Workman's Compensation Law, Federal Social Security Law, and any and all rules and regulations promulgated by the Federal Department of Labor and/or the Industrial Commissioner of the State of New York and any other applicable laws, rules and regulations and all amendments and additions thereto.

SIGNATURE _____

OFFICIAL TITLE _____

36. NON - COLLUSIVE BIDDING CERTIFICATE

Required by Section 103-d of the General Municipal Law

By submission of this bid or proposal, the bidder certifies that: (a) this bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor; (b) this bid or proposal has not been knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor; (c) no attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; (d) the person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statement contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf; (e) that attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder.

(signature of individual signing bid)

Resolved that _____
(signature of individual signing bid)

be authorized to sign and submit the bid or proposal of this corporation for the following project _____
(describe project)

and to include in such bid or proposal the certificate as to non-collusion required by section one hundred three - d of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____
corporation at a meeting of its board of directors held on the _____ day of _____
_____ 2016.

SECRETARY

(Seal of the Corporation)



Andrew M. Cuomo, Governor

Mario J. Musolino, Acting, Commissioner

Town of Cortlandt
Allison Cutignola, Office Assistant
1 Heady Street
Cortlandt Manor NY 10567

Schedule Year 2015 through 2016
Date Requested 01/04/2016
PRC# 2016900003

Location Town of Cortlandt
Project ID# 16-02
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.

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.

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 12240

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 craft, trade, or occupation of the service employee. 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 officer¹. 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 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 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 Bureaus "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 Bureaus 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.

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.

¹ 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.

Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us.

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. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Social Security number; the craft, trade or occupation 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 craft, trade or occupation.

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, by are not limited to time cards, work description sheets, proof that supplements were provided, cancelled 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. The records required to be maintained shall be kept on the site of the work during all of the time that work under the contract is being performed.

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 journeyworkers 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 or is performing work outside the classification of work for which the apprentice is indentured, 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 12240 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.



Andrew M. Cuomo, Governor

Mario J. Musolino, Acting, Commissioner

Town of Cortlandt
Allison Cutignola, Office Assistant
1 Heady Street
Cortlandt Manor NY 10567

Schedule Year 2015 through 2016
Date Requested 01/04/2016
PRC# 2016900003

Location Town of Cortlandt
Project ID# 16-02
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 12240



New York State Department of Labor
Bureau of Public Work
SOBC – Bldg. 12 – Rm. 130
Albany, NY 12240
www.labor.ny.gov

IMPORTANT NOTICE

Regarding Article 9 Building Service Contract Schedules

Contracts with PRC#s assigned on or after 8/1/2010:

- Building Service rates (Article 9) will be determined annually on July 1. They are in effect through June 30 of the following year. Employers must pay the newly determined rates each year.
- Any corrections or updates to the annual determination will be posted to the DOL website on the first day of each month. Employers are responsible for checking for updates each month and paying these updated rates retroactive to July 1st.
- The DOL web site has a page where employers can enter their specific PRC number to find the correct wage rates for their contracts.

Contracts with PRC#s assigned PRIOR to 8/1/2010:

- The rates in contracts with PRC#s assigned prior to 8/1/2010 will remain effective and extensions to these contracts WILL NOT require a new schedule.

This is a change to our prior notice.

Article 9 wage schedule information is now available online.

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 craft, trade, or occupation of the service employee. 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.

At a minimum, payrolls must show the following information for each person employed on a public work project: name; social security number; the craft, trade or occupation in which the worker was employed; hourly wage rate(s) paid; supplements paid or provided; and daily and weekly number or hours worked in each craft, trade or occupation.

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 12240

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

01/01/2016

JOB DESCRIPTION Janitor, Porter, Cleaners, Elevator Operator

DISTRICT 10

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Westchester

WAGES

Per hour worked

Janitor

07/01/15
\$ 13.85

10/01/15
\$ 14.10

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*

	07/01/15
Full Time**	\$ 4.98
Part Time(hired prior 12/31/07)	2.56
Part Time(hired after 01/01/08)	.63

(*)Amounts are payable after 90 days and only on first 40 hrs 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 FULL-TIME 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 a pro rated number of sick days for the time between the first day of his seventh month of employment to the end of the calendar year. All PART-TIME employees shall be entitled to five (5) sick days per calendar year.

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, E2) 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, if worked

- (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, if worked
- (U) Four times the hourly rate for Holidays, if worked
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.

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



New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240

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)

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)

Telephone: ()

Fax: ()

E-Mail:

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

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

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

Telephone:()

Fax: ()

E-Mail:

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
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Has this project been reviewed for compliance 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

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

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

<https://dbr.labor.state.ny.us/EDList/searchPage.do>