

**ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY
d/b/a
ROCKLAND GREEN**

172 MAIN STREET NANUET, NY 10954
PHONE: 845.753.2200 - FAX: 845.753.2281

**TITLE: JANITORIAL/ CUSTODIAL SERVICES
VARIOUS LOCATIONS**

BID NUMBER: RFB-2024-06

INVITATION TO BID

BIDDER'S NAME: _____

PHYSICAL ADDRESS: _____

Bidders must list a physical address.

MAILING ADDRESS: _____

(P.O. BOX NUMBER, IF APPLICABLE)

Bids for the above referenced bid number and title will be received until **2:00PM** on: Wednesday May 10, 2024 at the Rockland County Solid Waste Management Authority d/b/a Rockland Green Purchasing Department, at the above address, at which time and place bids will be publicly opened and read. It is recommended that proposals be submitted in advance, at least one day prior to the specified date and time to allow for a timely receipt. LATE BIDS will NOT be considered.

TERMS: June 1, 2024 through May 31, 2025 (With two (2) One-Year Renewal Options)

SCHEDULE: As specified in specifications

Prices are to be quoted F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED with deliveries to be made inside building to:

NOT APPLICABLE

IMPORTANT NOTICE – Bid Distribution:

The Rockland County Solid Waste Management Authority d/b/a Rockland Green, hereinafter "Rockland Green" officially distributes bidding documents from the Purchasing Division Office. Copies of bidding documents obtained from any other source are not considered official copies. Only those vendors who obtain bidding documents from either Rockland Green Purchasing Department are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than Rockland Green Purchasing Department, it is recommended that you obtain an official copy.

NOTE:

The proposal of each bidder shall contain the certification to non-collusive bidding as set forth in section 103-d of the General Municipal Law included in the specifications. This requirement must be strictly complied with. Filing of Affidavit of Disclosure is mandatory when submitting your bid for this project.

The undersigned reserves the right to reject any and all proposals and to accept any proposal or proposals as submitted, or as modified, which in the opinion of the undersigned will be in the best interests of the Rockland Green.

DATED: **04/01/24**

ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY d/b/a ROCKLAND GREEN
172 MAIN STREET NANUET, NY 10954

BY: Ryan Montal

RMONTAL@ROCKLANDGREEN.COM

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BIDDER'S CHECK LIST

Your response to our above referenced bid may be considered unresponsive and may be rejected if the following forms are not included at the time of the bid opening.

- Notarized Affidavit of Non-Collusion as required by NYS Law
- Notarized Affirmative Action form.
- Prevailing Wage Rates Apply (See Attachment)**
- A Bid Deposit in the amount of 5% as required in the Invitation to Bid.
- Insurance Requirements
- As per page 10 of the bid package, the Rockland County Solid Waste Management Authority requires a current insurance certificate, with the Rockland County Solid Waste Management Authority listed as additional insured, to be on file in the Purchasing Department. You will be given five (5) business days from notice of award to supply this form or the bid will be rescinded. Please note if the excess/umbrella clause is required.
- Experience / References form.
- OTHER ATTACHMENTS: Prevailing Wage Rates Required

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GENERAL CONDITIONS: All bids shall be made upon forms furnished by the Purchasing Department for the Rockland County Solid Waste Management Authority d/b/a Rockland Green and shall be contained in sealed envelopes addressed to Rockland Green Purchasing Department, 172 Main Street Nanuet, NY 10954. Forms of bids as issued by the Purchasing Department shall be completely filled in, in ink or by typing on original bid form. No photocopies will be accepted. No bid will be accepted which contains any changes, additions, omissions or erasures.

The Executive Director of Rockland Green reserves the right to waive any informality and to reject any or all bids.

Bidder must submit with bid detailed specifications, circulars and all necessary data on items he proposes to furnish. This information must show clearly that the item offered meets all detailed specifications herein. The Executive Director of Rockland Green reserves the right to reject any bid if its compliance with the specifications is not clearly evident.

Bids on equipment must be on standard new equipment, of latest model, and in current production, unless otherwise specified. All supplies, equipment, vehicles and materials must meet the provisions of the Occupational Safety and Health Act (OSHA).

All Vendors must comply with provisions of the Toxic Waste Right to Know Law and provide Rockland Green with any and all information as required by law.

The prices submitted shall be exclusive of Federal and State taxes and must not include any tax for which the bidder may claim exemption because of doing business with Rockland Green.

Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal.

All bids received after the time stated in the Notice to Bidders will not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of mail.

The right is reserved to award bids on individual items or on total sums. Awards will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.

No contract hereunder shall, either in whole or part, be assigned, transferred, conveyed, sublet or otherwise disposed of to any other person, company or corporation unless approval is first obtained in writing from the Executive Director.

Should the successful bidder fail to meet a delivery date required by the specifications, the Executive Director may, at his/her discretion, cancel the order and terminate the contract. In such event Rockland Green will assume no responsibility for any expense or loss to the successful bidder because of such cancellation or termination.

All formal purchase orders dated within the effective date of award will be invoiced at the bid prices regardless of delivery date.

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Should any material or equipment delivered fail to meet the specifications, the Executive Director may, at his/her discretion require the vendor in writing to replace the same with material or equipment which does meet the specification and, at the vendor's expense, to remove the rejected material or equipment from wherever delivered or stored and in the event that such proper replacement and removal is not made by the vendor within 30 days, to cancel the order and terminate the contract, in which event Rockland Green will assume no responsibility for any expense or loss to the vendor because of such cancellation or termination.

Rockland Green reserves the right to terminate any contract or award which arises as the result of this bid, for any reason, that is in the best interest of Rockland Green. Delivery must be made as ordered and in accordance with the proposal and specification. Placing in the mail of a Notice of Award and/or purchase order to a successful bidder, to the address given in his bid, will be considered sufficient notice of acceptance of contract. The award contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of this bid.

The Contractor shall comply with all the provisions of the laws of the State of New York and the United States of America which affect municipalities and municipal contracts, and more particularly the Labor Law, the General Municipal Law, The Workmen's Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Law, Rules and Regulations, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein.

Rockland Green reserves the right to extend the contract under the same terms and conditions for up to twelve (12) months from date of expiration provided such extension is mutually agreeable to both Rockland Green and the Contractor.

DRUG-FREE WORKPLACE ACT OF 1988: All Contractors providing property or services to Rockland Green valued at \$25,000 or more, or any Contractor participating in a project involving a grant from any federal agency must comply with all aspects of this law.

The Drug-Free Workplace Act of 1988 ("Act") takes effect on March 18, 1989. The Act applies to any federal government contractor providing property or services valued at \$25,000 or more, or any establishment receiving a grant from any federal agency. A covered federal contractor must certify to the contracting agency that it will provide a drug-free workplace.

The Act requires each covered contractor to provide each employee a written statement informing employees that the manufacture, distribution, possession or use of controlled substances is prohibited in the workplace. The statement must specify the actions that will be taken for violations and that as a condition of employment the employee must abide by such statement and notify the employer of any conviction under a criminal drug statute for a violation occurring in the workplace within five days of such conviction. An employer who learns that an employee has been convicted must notify the contracting agency within ten days of receiving notice of the conviction. In addition, the employer must discipline the convicted employee or require him to participate in a drug abuse assistance program. Covered contractors are also required to establish an awareness program informing employees of the dangers of workplace drug use, the employer's drug-free workplace policy, services available for dealing with drug problems and penalties for drug abuse violations. (A covered contractor who is an individual as opposed to a partnership or corporation need only certify in the contract that he will not engage in the unlawful manufacture, distribution or use of a controlled substance.)

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A government agency may terminate a contract if the contractor fails to comply with the Act or has so many employees criminally convicted for workplace drug violations that the agency believes the contractor is not making a good faith effort to establish and maintain a drug-free workplace. As used in this Act, the term “contractor” means the person responsible for performing the contract. Since there are presently no regulations on this Act, it is not clear whether the Act will apply to subcontractors and suppliers of federal contractors. The Drug Abuse Policy Office has stated that the contracting agency will determine whether the Act applies to subcontractors.

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Receipt Confirmation Form

Please complete and return this confirmation form within 5 working days of receiving RFB package to:

Ryan Montal
Rockland Green
172 Main Street, Nanuet, NY 10954
Tel: 845.753.2200 ext. 626 Fax: 845.753.2281

Failure to return this form may result in no further communication or addenda regarding this RFB.

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Phone Number: _____ **EXT:** _____ **Fax Number:** _____

I have received a copy of the above noted RFB.

We will be submitting a Bid

We will not be submitting a Bid

I authorize Rockland County Solid Waste Authority to send further correspondence that Rockland Green deems to be of an urgent nature by the following method:

Courier Collect: _____ Mail _____

Signature: _____

Title: _____

If a bidders meeting has been arranged for this RFB, please indicate if you plan to attend: Yes / No

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AFFIDAVIT OF NON-COLLUSION

The undersigned, having a principal place of business at:

NAME OF BIDDER: _____

PHONE _____ EXT: _____

BUSINESS ADDRESS: _____

FAX NO: _____

and being experienced and responsible for the performance of the same, agrees to furnish and deliver F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED, *Inside Delivery* to locations as specified, at the prices set forth by bidder in the specifications hereto annexed. The amount of the bid deposit, accompanying this bid is:

\$500.00 5% of Total Bid Waived Other: _____

in the form of a Certified Check or Bid Bond.

CERTIFICATION AND SIGNATURE FORM

I hereby attest that I am the person responsible within my firm for the final decision as to the prices(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s), nor the amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by an firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

The person signing this bid, under the penalties of perjury, affirms the truth thereof.

Signature & Company Position

Type Name & Company Position

Company Name

Date Signed

Federal I.D. Number

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 20__

NOTARY PUBLIC

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INFORMATION TO BIDDERS

OBLIGATION OF BIDDERS

A Contractor shall not plead misunderstanding or deception because of estimates of quantities, character, location, or other conditions surrounding the same. Permission will not be given to withdraw, or modify, or explain any proposal or bid after it has been opened.

The proposal shall specify the costs, in the manner hereafter described for which the items will be supplied according to the specifications, together with a unit price for each of the separate items as called for. Any proposal shall be deemed informal which does not contain prices set opposite to each of the several items for which there is a quantity exhibited in the itemized proposal.

BID SECURITY

Each bid shall be accompanied by a certified check made payable to the Rockland County Solid Waste Management Authority in the amount indicated on the attached Affidavit of Non-Collusion. In lieu of such check, the bidder may furnish a bid bond in the same amount, and having as surety thereon a surety company licensed to do business in the State of New York and approved by Rockland Green Attorney.

Checks or bid bonds of all formal bidders will be returned after the contract has been executed.

AWARD OF CONTRACT

Award of contract will be made to the lowest responsible qualified bidder whose proposal shall comply with all of the provisions required to render it formal. Rockland Green or the Executive Director reserves the right to waive any informality or to reject any or all proposals and may advertise for new proposals, if the best interest of the county will be served. Rockland Green or the Executive Director may require any or all bidders to present evidence of experience, ability and financial standing as well as a statement as to the equipment which the bidder will have available for the executing of this contract. Rockland Green reserves the right to award this contract either on an item-by -item basis or as a total award of all items in combination.

EXECUTION OF CONTRACT

The bidder whose proposal is accepted will be required to execute the contract and furnish bonds and evidence of insurance within five days from date of Notice of Award, if required. In case of failure or refusal on the part of the bidder to enter into contract or to furnish bonds, if required, within the set period, the amount of deposit may be forfeited to the county and the contract may be awarded to the next lowest responsible bidder. Upon the execution of the contract and approval of the bond, the deposit will be returned to the proposer. The deposit of persons other than the one to whom award of contract is made will be returned to the person or persons making the proposal immediately after the contract and bonds have been executed.

NONRESTRICTIVE USE OF BRAND NAME OR EQUAL SPECIFICATIONS

The use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and are not intended to limit or restrict competition.

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GENERAL CONDITIONS

FORM OF PROPOSAL

All proposals shall be made upon forms furnished by the Purchasing Department of Rockland Green and shall be contained in sealed envelopes addressed to Purchasing Department, Rockland Green, 172 Main Street, Nanuet, NY 10954

Form of proposal as issued by Rockland Green shall be completely filled in, in ink or typing. No bid will be accepted which contains any changes, additions, omissions or erasures.

EXPERIENCE & EQUIPMENT

Bidder shall submit with the proposal a Certificate of Experience for the past three (3) years. Certificate of Experience is included in these documents, if applicable.

CONTRACT EXECUTORY

This contract shall be deemed executory only to the extent of moneys appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the political subdivision beyond the amount of such moneys. The contract is not a general obligation of the Rockland County Solid Waste Management Authority. Neither the full faith and credit nor the taxing power of Rockland Green is pledged to the payment of any amount due or to become due under such contract. It is understood that neither this contract nor any representation by any public employee or office creates any legal or moral obligation to appropriate or make moneys available for the purpose of the contract.

ASSIGNABILITY OF CONTRACT

The Contractor is prohibited from assigning, transferring, conveying, sub-contracting or disposing of this contract, or of any part thereof, or any payment to become due thereunder, or of his right, title or interest therein or his power to execute such contract to any other person or corporation without the previous consent in writing of the OWNER awarding the contract. If the Contractor fails to comply with this clause, the owner may immediately declare breach of contract.

USE OF PREMISES

The Contractor shall confine his equipment and the storage of materials, if any, and the portion of his employees to the limits directed by the owner and shall not encumber the premises or any part thereof with his materials or equipment. All work shall be accomplished in such a manner as not to interfere with the orderly conduct of the business of Rockland Green. Since the buildings are occupied, personnel shall be instructed to refrain from unprofessional conduct while on the job.

FAILURE TO PERFORM

Should the Contractor fail to perform as required by the specifications, the county may cancel the order and terminate the contract. In such event, Rockland Green will assume no responsibility for, nor will it reimburse the Contractor for any expense or loss to the contractor because of such termination or cancellation. Rockland Green will then purchase products/service on the open market and charge back the differences to defaulting vendor.

AMENDMENTS TO BID

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Any verbal information obtained from or statements made by the Representative of Rockland Green or his designee at the time of examination of the documents or site shall not be construed as, in any way, amending Contract documents. Only such corrections or addenda as are issued by the Purchasing Department in writing to all Contractors shall become a part of the Contract. Any addendum issued during the time of bidding shall be included in bids and become a part of the Contract Agreement.

INSURANCE: THE BID NUMBER IS TO APPEAR ON ALL INSURANCE CERTIFICATES

INDEPENDENT CONTRACTOR: The CORPORATION / CONTRACTOR/ AGENCY / CONSULTANT, is an independent contractor and covenants and agrees that it, its agents, servants and/or employees, will neither hold itself/themselves out as, nor claim to be an employee, servant or agent of Rockland Green, and that it, its agents and employees will not make claim, demand or application to or for any right or privilege applicable to an officer or employee of Rockland Green including, but not limited to, Worker's Compensation coverage, unemployment insurance benefits, Social Security Coverage or retirement membership or credit.

INSURANCE REQUIREMENTS:

GENERAL LIABILITY: The CONTRACTOR shall, at its/his/her own cost and expense, procure and maintain insurance to cover his/her/its work, services, employees, agents and servants under the terms of this agreement which shall include, but not be limited to:

A. Comprehensive general liability insurance in a minimal amount of one million dollars, combined single limit (CSL).

or

B. Comprehensive general liability insurance in a minimal amount of one million dollars, combined single limit (CSL); with two million dollars excess of one million dollars.

WORKERS COMPENSATION: The CONTRACTOR shall procure, pay for, and maintain during the entire term of the contract such insurance as will protect both the owner and the contractor from claims under worker's compensation acts and amendments thereto and from any other claims for property damage and for personal injury including death, which may arise from operations under this contract, whether such operations by contractor or by any other party directly or indirectly employed by the Contractor. Copy of Certificates to be provided to the Rockland County Solid Waste Management Authority.

COMPREHENSIVE AUTOMOBILE INSURANCE: The CONTRACTOR procure, pay for, and maintain during the entire term of the contract in an amount no less than \$300,000/\$500,000 for each occurrence for bodily injury, and \$100,000 for each occurrence of property damage.

DISABILITY INSURANCE & UNEMPLOYMENT INSURANCE: The Contractor shall procure, pay for, and maintain during the entire term of the contract any disability benefits and unemployment insurance as required by law. Copy of Certificates to be provided to the Rockland County Solid Waste Management Authority.

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MALPRACTICE INSURANCE: (I.E. professional liability) in the amount of no less than one million and 00/100th (\$1,000,000.00) dollars.

If this box **IS CHECKED**, malpractice insurance **IS REQUIRED**.

CONTRACTOR TO HAVE ALL OTHER INSURANCE REQUIRED BY LAW.

When the CONTRACTOR signs and returns this agreement, contractor shall provide Rockland Green (Purchasing Department) with a policy endorsement showing the above required insurance. The Rockland County Solid Waste Management Authority shall be named as additional insured on **all** insurance policies and policy endorsements, and the policies and policy endorsements shall provide that the insurance shall not be canceled or terminated without thirty (30) days prior written notice to Rockland Green. Unless and until CONTRACTOR obtains such insurance and provides a policy endorsement to Rockland Green, this agreement shall not be effective and no moneys shall be paid or given to the CONTRACTOR.

COMPLIANCE WITH LAWS

The Contractor shall comply with all the provisions of laws in the State of New York and of the United States of America which affect municipalities and municipal contracts, and more particularly the Labor Law, Article 15-A of the NYS Executive Law, the Immigration and Naturalization Laws and Regulation, the General Municipal Law, the Workers' Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Laws, Rules and Regulation, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein. The bidder's special attention is called to those laws which are set forth in detail below:

A. NON-COLLUSIVE BIDDING CERTIFICATION

The attention of the bidder is called to Section 103-d of the General Municipal Law of the State of New York, which reads as follows:

(1). Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency of 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 to be sold, shall contain the following true 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 been knowingly 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

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(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or no 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 no 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 of 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, regulations, or local law, and where such bid contains the certification referred to in subdivision one of this 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.”

The form of non-collusion bidding certification included as part of this bid package must be executed by the bidder and submitted with the proposal.

Rockland Green or the Executive Director reserves the right to waive any informality or to reject any or all bids.

The bid prices submitted shall be exclusive of Federal and State taxes and must not include any tax for which the bidder may claim exemption because of doing business with Rockland Green.

B. DISCRIMINATION IN EMPLOYMENT

The contractor will abide by the pertinent provisions of Articles 15 and 15-A of the Executive Law and of the Civil Rights Law of the State of New York relating to unlawful discriminatory practices.

C. AFFIDAVIT OF DISCLOSURE

Local Law No. 10 of 1974 requires disclosure of political contributions by persons doing business with Rockland Green. Section 3 of the Local Law states that:

“All corporations, partnerships or individuals prior to submitting a bid to Rockland Green in excess of ten thousand dollars shall file an affidavit of disclosure with the clerk to the legislature containing a list of contributions made

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by the firm or any director, officer, or majority shareholder or the individual, directly or indirectly to any person or organization for any political party or for any individual running for public office or for a committee for an individual running for public office, or for any public officer in Rockland County for a period or three years prior to the date thereof. Such affidavit of disclosure shall be filed annually by December 31st until the contract is completed.”

Bidder shall submit the original Affidavit of Disclosure, completed and notarized, included in this bid package with his bid.

D. AFFIRMATIVE ACTION PLAN

“The bidder agrees to comply with Resolution 471 of 1975 and will submit with its bid an affirmative action plan if its business, 1) employs a minimum of 15 employees, and 2) does a minimum of \$50,000 per annum business with Rockland County. The bidder further understands and agrees that if an affirmative action plan is required, but not attached to the bid documents, the bid will not be awarded.”

E. SOCIAL SECURITY TAXES:

The Contractor for the agreed consideration promises and agrees to pay the taxes measured by the wages of their employees required by the Federal Social Security Act and all amendments thereto, and to accept the exclusive liability for said taxes. The Contractor further promises and agrees to indemnify and hold the owner harmless on account of any tax measured by the wages aforesaid of employees of the contractor assessed against the owner under authority of said law.

F. MINORITY AND WOMEN’S BUSINESS ENTERPRISES:

Rockland Green encourages the fullest possible utilization of Minority and Women Owned Business Enterprises (M/WBW).

HOLD HARMLESS CLAUSE

The Contractor shall defend, indemnify, save & hold harmless the Rockland County Solid Waste Management Authority, it’s agents, officers and employees from and against all suits, or claims, which may be based upon any injury to or death of any person or persons or damage to property, which may occur, or which may be alleged to have occurred in the course of the performance of this agreement by the Contractor, whether such sum claimed shall be made by an employee of the contractor by a third person, or their representatives, and whether or not it shall be claimed that the said injury, death, or damage were caused through a negligent act, or omission, of the Contractor; and the Contractor shall, at its own expense, defend any and all costs and other expenses, arising therefrom, or incurred in connection therewith, and, if any judgment shall be rendered against the Owner in any such action, or actions, the contractor shall, at its own expense, satisfy and discharge the same.

EXCULPATORY CLAUSE

The Contractor agrees to make no claim for damages for delay in the performance of this contract occasioned by any act or omission to act of Rockland Green or any of its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

GUARANTEE

ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY
d/b/a
ROCKLAND GREEN

172 MAIN STREET NANUJET, NY 10954
PHONE: 845.753.2200 - FAX: 845.753.2281

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Upon completion and acceptance by the Owner, the Contractor shall guarantee, in writing, to the Owner that all items supplied by contractor are free from any and all defects in workmanship and materials for a period of one Year, and that all items will develop capacities and characteristics as specified. If, during period of one year from date of certificate of completion and acceptance of work, unless a longer period is specified, any such defects in workmanship, material or performance appear, he will remedy them without cost to Rockland Green. Should Contractor fail to remedy such defects within a reasonable length of time, to be specified in notice from Rockland Green. Rockland Green may have such work done and Contractor shall be responsible to pay for it.

RIGHT TO KNOW LAW

“The successful bidder at the time of delivery of any toxic substance, which is defined as any substance with is listed in the latest printed edition of the National Institute of Occupational Safety and Health Registry of Toxic Effects of Chemical Substances or has yielded positive evidence of acute or chronic health hazards in human, animal or other biological testing, shall submit the following information to the Director of Purchasing:

- The name or names of toxic substance(s), including the generic or chemical name
- The trade name of the chemical and any other commonly used name
- The level at which exposure to the substance(s) is determined to be hazardous, if known
- The acute and chronic effects of exposure of the toxic substance(s) at hazardous levels
- The symptoms of such effects of exposure of the toxic substance(s) at hazardous levels
- The potential for flammability, explosion and reactivity of such toxic substance(s)
- Appropriate emergency treatment for over exposure of the toxic substance(s)
- Proper conditions for safe use and exposure to such toxic substance(s)
- Procedures for cleanup of leaks and spills of such toxic substance(s)

The successful bidder shall be required to comply with the provisions of Article 48 of the Public Health Law and Article 28 of the Labor Law, and as amended, at the time of delivery of any goods and material.”

AMERICANS WITH DISABILITIES

“The Rockland County Solid Waste Management Authority is committed to full compliance with the Americans with Disabilities Act. To that end, Rockland Green is committed to creating an accessible environment for all. To request accommodations that you may require, please call Suzanne Haggerty at 845.753.2200. Please request these accommodations five (5) business days in advance so that we can seek to meet your needs.”

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AFFIRMATIVE ACTION PLAN

State of New York)

:SS

County of Rockland

_____ being duly sworn, deposes and
says that he is the _____
of the _____ Corporation. That I (DO) (DO NOT) employ fifteen (15)
employees and I (DO) (DO NOT DO) a minimum of \$50,000 per annum business with Rockland Green.

Based on the above information, attached hereto, is an Affirmative Action Plan or, because of the above, no Affirmative Action Plan is necessary.

SIGNED

SWORN to before me this

_____ day of _____

202____

Notary Public: _____

Strike out non-applicable information

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ALL QUESTIONS PERTAINING TO THIS SOLICITATION **MUST** BE SUBMITTED IN WRITING.

(PLEASE USE THIS FORM TO FAX TO 845.753.2281 OR EMAIL TO RMONTAL@ROCKLANDGREEN.COM TO THE ATTENTION OF PURCHASING DEPT. WE WILL RESPOND AS SOON AS POSSIBLE.)

Date: _____

Vendor Name: _____

Phone: _____ Fax: _____

Question:

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CERTIFICATION OF EXPERIENCE
(THIS FORM MUST BE FILLED IN BY VENDOR)

I _____ HEREBY CERTIFY THAT (COMPANY) _____

_____ HAS PERFORMED THE FOLLOWING WORK WITHIN THE LAST THREE YEARS:

NAME OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

TYPE OF WORK: _____ FAX NUMBER: _____

NAME OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

TYPE OF WORK: _____ FAX NUMBER: _____

NAME OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

TYPE OF WORK: _____ FAX NUMBER: _____

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NAME OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

TYPE OF WORK: _____ FAX NUMBER: _____

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VARIOUS LOCATIONS

BID NUMBER: RFB-2024-06

SECTION 1

1.0 BACKGROUND INFORMATION

1.1 PURPOSE:

To Provide Janitorial/Custodial Services To Rockland Green Locations.

1.2 BACKGROUND:

To Provide Proposed Janitorial/Custodial Services By Location, For Work Described In The Statement Of Work.

| <u>Nanuet, NY</u> | <u>West Nyack, NY</u> | <u>West Haverstraw, NY</u> | <u>Hillburn, NY</u> |
|-------------------------------------|---|---|---|
| 172 Main Street Nanuet, NY 10954 | 166 South Route 303 West Nyack, NY 10994 | 200 Beach Road West Haverstraw, NY 10993 | 250 Torne Valley Road Hillburn, NY 10931 |
| | | | 415 Torne Valley Road Hillburn, NY 10931 |
| | | | 420 Torne Valley Road Hillburn, NY 10931 |
| | | | 50 Baler Blvd. Hillburn, NY 10931 |

SECTION 2

2. REQUIREMENTS

2.1 STATEMENT OF OBJECTIVES

2.1.1 PURPOSE

- a) The purpose of this RFB is to inform the private sector of a potential business opportunity to provide janitorial/custodial services including consumable supplies for various listed Rockland Green locations. Section 2.40 includes the locations, contacts and the frequency of the work to be performed

2.1.2 SCOPE OF WORK

- a) The contractor shall provide all personnel, equipment, tools, cleaning materials, supervision, and other items and services necessary to perform Janitorial/Custodial Services as defined in the Statement of Work. Locations may be added or deleted based on the requirements of Rockland Green.

2.2 TERM

- 2.2.1 Prices to remain firm for a period of one (1) year with two (2) one year renewals at the sole discretion of Rockland Green.

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2.3 Mandatory PRE-BID MEETING

- 2.3.1 **A pre-bid meeting has been scheduled for April 10, 2024 at 10:00am** beginning at Rockland Green’s main offices located at 172 Main Street Nanuet, NY 10954. Failure to attend this pre-bid meeting could preclude you from submitting an offer and receiving any additional information regarding this RFB.
- 2.3.2 **Please Note:** Immediately after the pre-bid meeting scheduled visits to all locations will proceed.

2.4 Site Visits

- 2.4.1 Contractor should participate in scheduled site visits in order to submit a comprehensive bid for that site.
- 2.4.2 Site visits are scheduled as follows:

| <u>Location</u> | <u>Date</u> | <u>Time</u> |
|---------------------|-------------|----------------------------|
| Nanuet, NY | 04/10/24 | 10:00AM |
| West Nyack, NY | 04/10/24 | 11:00AM (Approximate Time) |
| West Haverstraw, NY | 04/10/24 | 12:30PM (Approximate Time) |
| Hillburn, NY | 04/10/24 | 1:30PM (Approximate Time) |

- 2.4.3 Please confirm your site visit by contacting us at 845-753-2200 or rmontal@rocklandgreen.com

2.5 AWARD

- 2.5.1 The RFB will be awarded to one (1) contractor. Contractor must price out all locations individually when submitting bid.

2.6 REQUIREMENTS

2.6.1 CONTRACTOR EMPLOYEES

- a) **Prevailing Wage Laws as mandated by the NYS Department of Labor applies to this Request for Bid. Please Note: NYS DOL Revises Prevailing Wage On July 1ST Of Each Year.**
- b) The Contractor shall comply with all applicable local, state, and federal requirements concerning the qualifications of its employees that will be performing the contract services.
- c) The Contractor’s employees shall read and understand chemical labels and signs that may have an impact on the safety of all users of the facilities at Rockland Green.
- d) All employees and representatives of the Contractor’s company must be in full compliance with paragraph 4.22 herein.
- e) Smoking is not permitted inside Rockland Green buildings and offices.

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- f) Cleaning Check List Required To Be Submitted After Each Cleaning. (See Attachments).
Instructions To Be Explained To Winning Bidder.

2.7 SECURITY REQUIREMENTS

- 2.7.1 Only authorized Contractor employees are allowed on the premises of Rockland Green buildings. Contractor employees are not to be accompanied in the work area by acquaintances, family members, assistants or any person unless said person is an authorized Contractor employee.
- 2.7.2 Building entrances shall be kept locked during cleaning hours.
- 2.7.3 Contractor's supervisor shall not permit any cleaner who reports to work sick, or under the influence of alcohol or drugs to continue working. Contractor shall not permit any employee to bring on the premises of any Rockland Green location any alcoholic beverages or illegal drugs.

2.8 KEY CONTROL

- 2.8.1 The Contractor shall establish and implement key control methods to ensure keys issued to the contractor by Rockland Green are not lost or misplaced and are not used by unauthorized personnel. The contractor shall not duplicate any keys issued by Rockland Green.
- 2.8.2 The contractor shall immediately report occurrences of lost or duplicated keys to the Assistant Operations Manager, Ron Ludwig (Cell Phone: 845.671.9399).
- 2.8.3 The contractor shall prohibit the use of keys issued by Rockland Green by any persons other than the contractor's employees. The contractor shall prohibit the opening of locked areas by contractor employees to permit entrance of persons other than contractor employees engaged in performance of contract work required in those areas.

2.9 EQUIPMENT, SUPPLIES, MATERIALS

- 2.9.1 All equipment required by the contractor in performance of his duties shall be furnished at the Contractor's sole expense. Rockland Green reserves the right to require the Contractor to replace, substitute or modify its equipment if harmful to Rockland Green or its operation. **All cleaning supplies will be furnished by the Contractor.**
- 2.9.2 The Contractor shall have on hand at all times a minimum of five (5) days stock and maintain a current perpetual inventory of the supplies (including large plastic bags for refuse collection) and materials which it furnishes and is used or consumed in the performance of this contract.
- 2.9.3 The Contractor's equipment and cleaning supplies shall meet CDC guidelines for 'Disinfectants for COVID-19'. Contractor shall refer to the EPA's list of 'Disinfectants for Covid-19' [Section 2.9.3].

2.10 HOURS OF OPERATION

- 2.10.1 Normal Hours of Operation: The contractor shall perform most of the services required under

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this contract during the hours of 5:00 – 11:00PM. In some locations, due to the volume of personnel, type of operation, or any other considerations, cleaning shall be accomplished at times other than those specified above. These hours will be agreed upon by Rockland Green and the Contractor.

- 2.10.2 Emergency Services: The contractor shall provide emergency services when circumstances dictate. Emergency situations (e.g. broken water pipes, commode or urinal overflow, etc.) may necessitate the Contractor to operate on an extended basis. Prices for these services will be mutually agreed upon by Rockland Green and the Contractor.

2.11 HOLIDAYS

- 2.11.1 The contractor is not required to provide service on Authority Holidays, except in emergency situations. If a Holiday falls on scheduled cleaning day then the cleaning services are to be performed day following holiday.

2.11.2 Authority Holidays:

- a) New Year’s Day
- b) Martin Luther King Day
- c) Lincoln’s Birthday
- d) Washington’s Birthday
- e) Memorial Day
- f) Juneteenth
- g) Independence Day
- h) Labor Day
- i) Columbus Day
- j) Veteran’s Day
- k) Thanksgiving Day
- l) Day Following Thanksgiving
- m) Christmas Day

2.12 PERFORMANCE STANDARDS

- 2.12.1 The Contractor is responsible for providing janitorial services consistent with the expectations outlined herein and shall meet Rockland Green standards for clean and safe working/educational environments. To that end, the contractor shall be aware that service deemed as deficient can result in the termination of a portion or the entire Contract.
- 2.12.2 The selected vendor is responsible for notifying all relevant parties when a condition exists that could hinder the contractor’s ability to perform at acceptable levels in any facility where employees of the contractors are working.
- 2.12.3 The contractor shall provide janitorial services for each facility as proposed and listed on the weekly schedules.
- 2.12.4 **The standard of cleaning shall be classified as “Acceptable” which means that the work**

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product elicits neither compliments nor serious criticism. Consistent complaints or criticism can be cause for breach of contract.

- 2.12.5 **The Contractor shall be responsible for meeting ALL CDC guidelines in regards to COVID-19. The Contractor shall also be responsible to stay up to date on any changes made to the CDC guideline as it relates to cleaning and disinfecting work places areas.**

2.13 CONTRACT DEFAULT

- 2.13.1 Repeated incidents of unsatisfactory cleaning performance or failure to comply with other terms of the contract will result in termination with cause.
- 2.13.2 If the Contractor receives four (4) or more complaints within a thirty (30) calendar day period or more than a total of twenty-four (24) complaints during a one (1) year period the contract can be terminated for cause.
- 2.13.3 Termination for default of any portion of the contract can result in termination of the entire contract for cause.
- 2.13.4 **Contractor must complete weekly check-list. Failure to submit copy of check-list for each location may result with payments being delayed. Failure to submit weekly check-lists with invoice three months in a given year is considered grounds for termination of contract.**
- 2.13.5 **Contractor must keep on sites, binders for Contractors employee's to verify that all services have been completed for each scheduled cleaning event.**

2.14 TASK STANDARDS

- 2.14.1 The work tasks are listed below. All work shall be performed in strict accordance with the conditions, provisions, standards, and specifications described herein and all labor, cleaning material. Components and appurtenances necessary to provide the services shall perform to the best practice known to the trade in design, quality, material and workmanship and are subject to the specifications in full.
- 2.14.2 Rockland Green shall furnish hand towels, toilet tissue, liquid germicidal hand soaps, floor dry, hand cleanser/conditioner, and dispensers. The Contractor shall fill and replace dispensers as required.
- 2.14.3 All mechanical dispensers located within the areas serviced shall be maintained by the Contractor. The Contractor shall report all broken dispensers to Rockland Green. Maintain Floors: All floors accessible to floor machines, unless otherwise shown, as having carpet shall receive floor maintenance. After floor maintenance, the entire floor shall have a uniform coating of non-skid floor finish, have a uniform glossy appearance, and be free of all scuff marks, heel marks, and other stains and discoloration.
- 2.14.4 All switch plates in offices/bathrooms/hallways/lobby must be cleaned and disinfected.
- 2.14.5 Sweep/Dust/Mop Floors: All accessible floor areas shall be swept or dust mopped. Contractor employees' are to lift all walk-off mats to facilitate sweeping/dusting/mopping. After the floor has been cleaned, the entire floor surface, including corners and abutments, will be free of litter, dust and debris.

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- 2.14.6 Mop Floors: All accessible floor areas shall be damp and/or wet mopped. After being mopped, the floor shall have a uniform appearance with no streaks, swirl marks, detergent residue, or any evidence of soil, stains, film debris, or standing water. There shall be no splash marks or mop streaks on furniture, walls, baseboards, or mop strands in the area.
- 2.14.7 All trash containers shall be emptied at the frequencies specified and containers returned to their initial location. Empty boxes, cans, paper placed near a trash receptacle and marked "TRASH" shall be removed. Any soiled or torn trash receptacle liners in such receptacles shall be replaced. The trash shall be deposit in the nearest outside trash collection point. Trash shall be picked up from all office wastebaskets. Dirty trash receptacles shall be washed inside and out and shall be free of order.
- 2.14.8 Office containers marked and designated for recycled paper and other containers marked and designated as co-mingled (glass, cans, etc.) are to be emptied and the material shall be deposited as directed.
- 2.14.9 **Containers designated for recycled paper and other containers shall not be lined with plastic bags. Rockland Green shall provide containers designated for recyclables. Plastic bags must not be included in the recyclables, and it is the contractor's responsibility to ensure that materials are sorted into the designated recyclables.**
- 2.14.10 Clean Interior Glass/Mirrors: Includes all glass partitions, walls, doors, mirrors and adjacent trim with a lower edge below eight (8) feet.
- 2.14.11 After glass cleaning there shall be no traces of film, dirt, smudges, water or other foreign matter.
- 2.14.12 Clean Stairways: All floor surfaces shall be maintained and all lint, dust, dirt and debris removed. Grease and grime shall be removed from metal or rubber stair guards, handrails, and baseboards. Contractor shall remove all marks, dirt, smudges, and other foreign matter from adjoining stairwell walls to provide or maintain a clean uniform appearance.
- 2.14.13 Vacuum Carpets: After being vacuumed, the carpet shall be free of all visible liter and soil. Any spots shall be removed by carpet manufacturers approved method as soon as noticed. All tears, burns, and raveling shall be brought to the attention of the Assistant Operations Manager, Ron Ludwig (Cell: 845.671.9399).
- 2.14.14 Vacuum Hallway Carpets: Hallway carpets shall be vacuumed to the same standard as the office areas mentioned above.
- 2.14.15 Vacuum/Clean Walk-Off Mats: The Contractor shall vacuum/clean interior and exterior walk-off mats.
- 2.14.16 All cleaning tasks shall be accomplished to meet the requirement of this RFB. There are minimum frequencies that each area will require cleaning; however, the Contractor shall maintain each facility to the standards established in the contract, which may require contractor services at more frequent intervals.
- 2.14.17 Clean and Disinfect: Completely clean and disinfect all toilet bowls, urinals, floors, dispensers, plumbing fixtures, partitions, stalls, stall doors, entry doors (including handles, kick plates, ventilation grates, metal guards, etc.).
- 2.14.18 De-scale partitions, toilet bowls and urinals. Services include cleaning and disinfecting, which are performed prior to de-scaling. De-scaling shall be performed as required but at least

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quarterly.

2.14.19 Sweep and Mop Floors: After sweeping and mopping, the entire surface, including grout, shall be free from litter, dust and foreign debris. Grout on walls and floor tiles shall be free of dirt, scum, mildew, residue, etc. Floors shall have a uniform appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film or standing water. Restroom floors shall be stripped, scrubbed, and waxed as specified, to maintain sanitary conditions and a clean uniform appearance.

2.14.20 Re-supply Restrooms: Contractor shall ensure restrooms are stocked so that supplies do not run out. Supplies shall be stored in designated areas as designated by Rockland Green.

2.15 PERIODIC CLEANING SERVICES

2.15.1 The Contractor shall provide cleaning services as specified or agreed to with this RFB.

2.15.2 Clean Interior Windows: Interior windows should be cleaned every thirty (30) days.

2.15.3 Dust Venetian Blinds monthly. **Blinds should be washed annually in September of each year.**

2.15.4 Clean Air Vents in Bathrooms every thirty (30) days.

2.15.5 **Strip & Wax Floor Twice/Year – ALL LOCATIONS**

2.16 MISCELLANEOUS DUTIES

2.16.1 Close windows, turning off lights and securing external doors when night cleaning is finished.

2.16.2 Notification of the Assistant Operations Manager, Ron Ludwig (Cell Phone: 845.671.9399) of emergency conditions such as fires, floods, etc.

2.16.3 The securing of all exterior gates (where applicable) when night cleaning is finished.

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SECTION 3 – LOCATIONS AND COST PROPOSAL FORMS

NANUJET LOCATION

ADMINISTRATIVE BUILDING – 172 MAIN STREET

To be Cleaned every MONDAY, WEDNESDAY, & FRIDAY AFTER 5:00pm

FIRST FLOOR

Offices (4) and Cubicles

- a) Vacuum Rugs
- b) Empty All Trash Containers
- c) Dust Baseboard Heating
- d) Clean Sink & Counter-Tops
- e) Dust All Desks And Baseboards

Conference Room (1)

- a) Vacuum
- b) Empty Waste Receptacles
- c) Clean Baseboard Heating
- d) Dust Desks & Furniture

Bathrooms (Both Men's & Women's)

- a) Sweep/Mop And Disinfect Tile Floors
- b) Clean And Disinfect All Surfaces, Toilets, Sinks, Mirrors, Walls And Fixtures
- c) Empty Trash Receptacles
- d) Replenish All Supplies (Hand Soap, Toilet Paper, Towels, Etc.)
- e) Polish All Stainless Steel Fixtures
- f) Clean and Disinfect all Switch Plates

Kitchen

- a) Sweep/Mop Floor
- b) Clean & Disinfect Sink, Counter-Top And Table
- c) Dust Baseboard Heating
- d) Empty Waste Receptacles
- e) ***Clean & Disinfect Refrigerator (1x Per Month)***

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SECOND FLOOR

Conference Room (1)

- e) Vacuum
- f) Empty Waste Receptacles
- g) Clean Baseboard Heating
- h) Dust Desks & Furniture
- i) Clean Glass On Doors and Window
- j) Clean All Three Rows Of Window Panes In Conference Room

General Office Area/ Cubicles/ and Offices (6)

- a) Vacuum
- b) Empty Waste Receptacles
- c) Dust Baseboard Heating
- d) Dusting Of Desks & Furniture

Kitchenette

- f) Sweep/Mop Floor
- g) Clean & Disinfect Sink, Counter-Top And Table
- h) Dust Baseboard Heating
- i) Empty Waste Receptacles
- j) ***Clean & Disinfect Refrigerator (1x Per Month)***

Bathrooms (Both Men's & Women's)

- a) Sweep/Mop & Disinfect Floors
- b) Clean & Disinfect Toilets Including Top of Stalls, Sinks, Mirrors, Counters, Fixtures And Walls
- c) Empty Waste Receptacles
- d) Replenish Supplies (Toilet Paper, Towels, Hand Soap, Etc.)
- e) Polish Stainless Steel Surfaces

Stairwells

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- a) Sweep & Mop Stairwell From Viewing Platform To First Floor
- b) Dust Ledges, Railings And Other Surfaces
- c) Keep Stairwell At Back Of Offices By The Kitchen Free Of Empty Boxes

PLEASE NOTE

**WALL AREAS SURROUNDING ALL RECEPTACLES, LIGHT SWITCHES, DOOR HANDLES AND SLABS MUST
BE CLEANED. ALL METAL FIXTURES MUST BE CLEANED AND POLISHED.**

Monthly Cost Of Cleaning Nanuet Administration ONLY

In Numbers: \$ _____

In Words: \$ _____

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WEST NYACK LOCATION

ADMINISTRATIVE TRAILER – 166 So. Route 303

To be Cleaned Every Tuesday & Saturday AFTER 5:00PM

General Office Area, Offices (3), Back Room

- a) Vacuum Rugs, Dust Desks & Furniture, Dust Baseboards, Empty All Waste Receptacles.
- b) Windows: Clean Interior Windows Once a Month.

Bathroom

- a) Mop & Disinfect Floor, Clean & Disinfect Toilet, Sink, All Fixtures, Switch Plates, and Mirrors, Empty Waste Receptacles, Replenish All Supplies (Toilet Paper, Towels, Hand Soap)

PLEASE NOTE

WALL AREAS SURROUNDING ALL RECEPTACLES, LIGHT SWITCHES, DOOR HANDLES AND SLABS MUST BE CLEANED. ALL METAL FIXTURES MUST BE CLEANED AND POLISHED.

Monthly Cost Of Cleaning West Nyack Administration Trailer ONLY

In Numbers: \$ _____

In Words: \$ _____

ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY
d/b/a
ROCKLAND GREEN
172 MAIN STREET NANUET, NY 10954
PHONE: 845.753.2200 - FAX: 845.753.2281

TITLE: JANITORIAL/ CUSTODIAL SERVICES
VARIOUS LOCATIONS

BID NUMBER: RFB-2024-06

SCALE HOUSE – 166 So. Route 303

To be Cleaned Every Tuesday & Saturday AFTER 5:00pm

- A.) Office Area: Vacuum Rugs, Empty Waste Receptacles, Dust Furniture, Vacuum
- B.) Bathroom: Mop & Disinfect Floor, Clean & Disinfect Toilet & Sink, Switch Plates
Replenish Supplies (Toilet Paper, Towels, Hand Soap, Etc.)
- C.) Windows: Clean Interior Windows Once a Month
- D.) Kitchenette: Clean and Disinfect Sink and Counter Top

PLEASE NOTE

**WALL AREAS SURROUNDING ALL RECEPTACLES, LIGHT SWITCHES, DOOR HANDLES AND SLABS MUST
BE CLEANED. ALL METAL FIXTURES MUST BE CLEANED AND POLISHED.**

Monthly Cost Of Cleaning West Nyack Scale House ONLY

In Numbers: \$ _____

In Words: \$ _____

ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY
d/b/a
ROCKLAND GREEN

172 MAIN STREET NANUJET, NY 10954
PHONE: 845.753.2200 - FAX: 845.753.2281

TITLE: JANITORIAL/ CUSTODIAL SERVICES
VARIOUS LOCATIONS

BID NUMBER: RFB-2024-06

TRANSFER STATION – 166 So. Route 303

First Floor - To be Cleaned Every Tuesday, Thursday, and Saturday AFTER 5:00PM

Kitchenette

- a) Mop Floor
- b) Clean & Disinfect Sink, Counter-Top And Table, Switch plates
- c) Dust Baseboard Heating
- d) Empty Waste Receptacles

Break Room

- a) Mop Floor
- b) Mop all Hallways
- c) Clean & Disinfect Counter Tops, Tables, Chairs, Windows, Windowsills, Doors, Switch plates, and related Hardware
- d) Empty Waste Receptacles
- e) Clean and Disinfect Stairwell (Steps and Railings) Leading to second floor

Locker Room

- a) Sweep and Mop Floor
- b) Sweep and Mop Stairs
- c) Clean and Disinfect Stair Railings
- d) Clean and Disinfect Showers, Doors, Windows, Windowsills Switch Plates, and Related Hardware

Bathrooms

- a) Mop And Disinfect Tile Floors
- b) Clean And Disinfect All Surfaces, Toilets, Sinks, Mirrors, Walls And Fixtures
- c) Empty Trash Receptacles
- d) Replenish All Supplies (Hand Soap, Toilet Paper, Towels, Etc.)
- e) Polish All Stainless Steel Fixtures

SECOND FLOOR - To be Cleaned Every Tuesday and Saturday AFTER 5:00PM

Kitchenette

- a) Sweep and Mop Floor
- b) Clean & Disinfect Sink, Counter-Top And Table, Switch plates
- c) Dust Baseboard Heating
- d) Empty Waste Receptacles

Offices

- a) Sweep and Mop Floor
- b) Empty Waste Receptacles
- c) Dust Baseboard Heating

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TITLE: JANITORIAL/ CUSTODIAL SERVICES
VARIOUS LOCATIONS

BID NUMBER: RFB-2024-06

- d) Dusting Of Desks & Furniture (Including Filing Cabinets)
- e) Clean and Disinfect all Windows, Windowsills, Doors

Bathrooms

- a) Mop And Disinfect Tile Floors
- b) Clean And Disinfect All Surfaces, Toilets, Sinks, Mirrors, Walls And Fixtures
- c) Empty Trash Receptacles
- d) Replenish All Supplies (Hand Soap, Toilet Paper, Towels, Etc.)
- e) Polish All Stainless Steel Fixtures

PLEASE NOTE

**WALL AREAS SURROUNDING ALL RECEPTACLES, LIGHT SWITCHES, DOOR HANDLES AND SLABS MUST
BE CLEANED. ALL METAL FIXTURES MUST BE CLEANED AND POLISHED.**

Monthly Cost of Cleaning West Nyack Transfer Station Offices ONLY

In Numbers: \$ _____

In Words: \$ _____

ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY
d/b/a
ROCKLAND GREEN
172 MAIN STREET NANUET, NY 10954
PHONE: 845.753.2200 - FAX: 845.753.2281

TITLE: JANITORIAL/ CUSTODIAL SERVICES
VARIOUS LOCATIONS

BID NUMBER: RFB-2024-06

WEST HAVERSTRAW (Bowline) LOCATION

ADMINISTRATIVE BUILDING – 200 Beach Road

TO BE CLEANED EVERY TUESDAY & FRIDAY – AFTER 5:00PM

- FIRST FLOOR:
- a.) Office/Kitchenette (1): Mop & Disinfect Floors, Dust Furniture, Empty Trash Receptacles
 - b.) Mop and Clean Hallway.
 - c.) Stairway: From First to Second Floor Must Be Cleaned On Every Visit Including Hand Rail and Walls

SECOND FLOOR:

- a) **Hallway: Clean Landing**
- b) **Bathroom:** Mop & Disinfect Floor, Clean & Disinfect Toilet and Sink, Replenish All Supplies

PLEASE NOTE

WALL AREAS SURROUNDING ALL RECEPTACLES, LIGHT SWITCHES, DOOR HANDLES AND SLABS MUST BE CLEANED. ALL METAL FIXTURES MUST BE CLEANED AND POLISHED.

Monthly Cost of Cleaning West Haverstraw (Bowline) Location

In Numbers: \$ _____

In Words: \$ _____

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ROCKLAND GREEN
172 MAIN STREET NANUET, NY 10954
PHONE: 845.753.2200 - FAX: 845.753.2281

TITLE: JANITORIAL/ CUSTODIAL SERVICES
VARIOUS LOCATIONS

BID NUMBER: RFB-2024-06

HILLBURN LOCATION

SCALE HOUSE – 250 Torne Valley Road

TO BE CLEANED EVERY TUESDAY AFTER 5:00PM

- A.) **Office Area:** Mop & Disinfect Linoleum Floors, Dusting Of Furniture, Empty Waste Receptacles, Vacuum Rugs
- B.) **Bathroom:** Mop & Disinfect Floor, Clean & Disinfect Toilet And Sink, Empty Waste Receptacles
- C.) **Windows:** Interior Windows & Ledges to be Cleaned Twice a Month.

PLEASE NOTE

WALL AREAS SURROUNDING ALL RECEPTACLES, LIGHT SWITCHES, DOOR HANDLES AND SLABS MUST BE CLEANED. ALL METAL FIXTURES MUST BE CLEANED AND POLISHED.

Monthly Cost of Cleaning Hillburn Scale House ONLY

In Numbers: \$ _____

In Words: \$ _____

ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY
d/b/a
ROCKLAND GREEN
172 MAIN STREET NANUET, NY 10954
PHONE: 845.753.2200 - FAX: 845.753.2281

TITLE: JANITORIAL/ CUSTODIAL SERVICES
VARIOUS LOCATIONS

BID NUMBER: RFB-2024-06

Rockland Green Office – 420 Torne Valley Road-Rockland Green Office Only

TO BE CLEANED EVERY Thursday AFTER 5:00PM

- A.) Rockland Green Office Area: Mop & Disinfect Linoleum Floors, Dusting of Furniture, Empty Waste Receptacles, Vacuum Rugs
- B.) Windows: Interior Windows & Ledges to be Cleaned Twice a Month.

PLEASE NOTE

WALL AREAS SURROUNDING ALL RECEPTACLES, LIGHT SWITCHES, DOOR HANDLES AND SLABS MUST BE CLEANED. ALL METAL FIXTURES MUST BE CLEANED AND POLISHED.

Monthly Cost of Cleaning The 420 Hillburn location for Rockland Green Area ONLY

In Numbers: \$ _____

In Words: \$ _____

ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY
d/b/a
ROCKLAND GREEN

172 MAIN STREET NANUJET, NY 10954
PHONE: 845.753.2200 - FAX: 845.753.2281

TITLE: JANITORIAL/ CUSTODIAL SERVICES
VARIOUS LOCATIONS

BID NUMBER: RFB-2024-06

ARCHIVES BUILDING – 415 Torne Valley Road

TO BE CLEANED QUARTERLY– AT ROCKLAND GREEN’S REQUEST

- a. Mop CVT Floors
- b. Dust and Clean Windows and Windowsills
- c. Dust, Wipe Down, and Disinfect all Shelving
- d. Clean and Disinfect Workstation

PLEASE NOTE

**WALL AREAS SURROUNDING ALL RECEPTACLES, LIGHT SWITCHES, DOOR HANDLES AND SLABS MUST
BE CLEANED. ALL METAL FIXTURES MUST BE CLEANED AND POLISHED.**

Cost of Cleaning Archives Building ONLY

In Numbers: \$ _____

In Words: \$ _____

ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY
d/b/a
ROCKLAND GREEN
172 MAIN STREET NANUET, NY 10954
PHONE: 845.753.2200 - FAX: 845.753.2281

TITLE: JANITORIAL/ CUSTODIAL SERVICES
VARIOUS LOCATIONS

BID NUMBER: RFB-2024-06

Rockland Green Office – 50 Baler Blvd. Hillburn, NY 10931

TO BE CLEANED QUARTERLY– AT ROCKLAND GREEN’S REQUEST

- a. Mop CVT Floors
- b. Dust and Clean Windows and Windowsills
- c. Dust, Wipe Down, and Disinfect all Shelving.
- d. Clean and Disinfect Workstation

PLEASE NOTE

WALL AREAS SURROUNDING ALL RECEPTACLES, LIGHT SWITCHES, DOOR HANDLES AND SLABS MUST BE CLEANED. ALL METAL FIXTURES MUST BE CLEANED AND POLISHED.

Cost of Cleaning Rockland Green Office ONLY

In Numbers: \$ _____

In Words: \$ _____

ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY
d/b/a
ROCKLAND GREEN
172 MAIN STREET NANUET, NY 10954
PHONE: 845.753.2200 - FAX: 845.753.2281

TITLE: JANITORIAL/ CUSTODIAL SERVICES
VARIOUS LOCATIONS

BID NUMBER: RFB-2024-06

SECTION 3 – COST PROPOSAL FORM

(1) NANUET LOCATION – Cost For Janitorial Services

Administration:

In Numbers/Year: _____

In Words/Year: _____

(2) WEST NYACK LOCATION – Cost For Janitorial Services

Administrative Trailer:

In Numbers/Year: _____

In Words/Year: _____

Scale House:

In Numbers/Year: _____

In Words/Year: _____

Transfer Station:

In Numbers/Year: _____

In Words/Year: _____

(3) WEST HAVERSTRAW LOCATION – Cost For Janitorial Services

In Numbers/Year: _____

In Words/Year: _____

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d/b/a
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PHONE: 845.753.2200 - FAX: 845.753.2281

TITLE: JANITORIAL/ CUSTODIAL SERVICES
VARIOUS LOCATIONS

BID NUMBER: RFB-2024-06

(4) HILLBURN LOCATIONS – Cost For Janitorial Services

Administration:

In Numbers/Year: _____

In Words/Year: _____

(4) TOTAL COST (Add Sections 1, 2, 3, &4)

In Numbers/Year: _____

In Words/Year: _____

ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY
d/b/a
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172 MAIN STREET NANUJET, NY 10954
PHONE: 845.753.2200 - FAX: 845.753.2281

TITLE: JANITORIAL/ CUSTODIAL SERVICES
VARIOUS LOCATIONS

BID NUMBER: RFB-2024-06

SECTION 4 - CONTRACTUAL TERMS AND CONDITIONS

4 Contractual Terms and Conditions

4.1 INQUIRIES:

All inquiries related to this request for bid are to be in writing to the attention of the Purchasing Agent as noted on the cover page of this solicitation. Information obtained from any other source is not official and may be inaccurate. Do not contact any other person involved. Inquiries and responses will be recorded and may be distributed to all proposers at Rockland Green's option.

4.2 NOTIFICATION OF CHANGES:

All recipients of this request for bid who have returned the Receipt Confirmation Form will be notified regarding any changes made to this document. Rockland Green shall not be held responsible to notify prospective bidders who have not returned the Receipt Confirmation Form.

4.3 CHANGES TO COMPETITIVE OFFER WORDING:

No changes to wording of the bidder's proposal will be accepted after submission unless requested by Rockland Green.

4.4 FUNDING:

All Rockland Green expenditures are subject to appropriation of funds. Therefore, Rockland Green reserves the right to discontinue the RFB process if funding is not available.

4.5 OWNERSHIP OFFERS:

All responses to this Request for Bid become the property of Rockland Green.

4.6 BIDDER'S EXPENSE:

Prospective proposers are solely responsible for their own expenses in preparing a proposal and subsequent negotiations with Rockland Green, if any.

4.7 CONTRACT SOLUTION:

Rockland Green reserves the right to award a contract in part or in full, or not at all, on the basis of responses received.

4.8 ACCEPTANCE OF REQUEST FOR COMPETITIVE OFFER:

This RFB should not be construed as a contract to purchase goods or services. Rockland Green is not bound to accept the lowest price or any offer of those submitted.

4.9 LIABILITY OF ERRORS:

While Rockland Green has used considerable efforts to ensure an accurate representation of information in this RFB, all prospective bidders are urged to conduct their own investigations into the material facts and Rockland Green shall not be held liable or accountable for any error or omission in any part of this RFB.

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TITLE: JANITORIAL/ CUSTODIAL SERVICES
VARIOUS LOCATIONS

BID NUMBER: RFB-2024-06

4.10 ACCEPTANCE OF TERMS:

All the terms and conditions of this RFB are deemed to be accepted by the vendor and incorporated in its proposal except those conditions and provisions that are expressly excluded by the bidder's proposal.

4.11 QUOTES FROM THE MARKETPLACE

Rockland Green reserves the right to consider quotes from the marketplace from suppliers other than those invited to respond to this solicitation.

4.12 PAYMENT HOLDBACK

Rockland Green may not pay the total invoice price until the requirements outlined in this RFB have been met.

4.13 FINANCIAL STABILITY

The successful vendor must demonstrate financial stability and Rockland Green reserves the right to conduct independent background checks to determine the financial strength of any and all organizations or individuals submitting offers.

Offers shall include the most recent certified business financial statements as of a date not earlier than the end of the Vendor's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as the shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return and Pro-Forma (un-audited) Financial Statements for the last three (3) years will be accepted if certified financial statements are unavailable.

4.14 NEGOTIATION DELAY

If any contract cannot be negotiated within thirty (30) days of notification to the designated vendor, Rockland Green may terminate negotiations with that vendor and negotiate a contract agreement with another vendor of its choice.

4.15 COMPETITIVE RANGE

Unless there is a successful bidder based on the responses, the evaluation procedure will identify all vendors capable of providing a solution based on the written proposals and then develop a "Competitive Range" based on the cost proposals. All vendors deemed capable of providing a solution and within the "Competitive Range" will be evaluated further and may be requested to make formal oral presentations.

4.16 DEBRIEFING

Upon written request from an unsuccessful vendor, the Purchasing Agent will arrange for a debriefing session. The debriefing is not to be seen as an opportunity to challenge the decision. Once debriefing ends, the RFB process is finished and the RFB will not be discussed further with the vendor at any time.

4.17 DEFINITION OF CONTRACT

County Solid Waste Management Authority, may, at its option notify a vendor in writing that its proposal has been accepted and such acceptance shall at Rockland Green's option constitute the making of a formal contract for the services set out in the RFB. Alternatively, the subsequent full execution of a written contract shall

ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY
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TITLE: JANITORIAL/ CUSTODIAL SERVICES
VARIOUS LOCATIONS

BID NUMBER: RFB-2024-06

constitute the making of a contract for services, and no vendor shall acquire any legal or equitable rights or privileges whatever relative to the services until Rockland Green has delivered either a signed notice in writing to the vendor or a fully executed written agreement to the vendor.

4.18 APPEALS AND REMEDIES

4.18.1 *Right to Protest:* Any actual or prospective bidder, vendor, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Executive Director. Protestors are urged to seek resolution of their complaints initially with the Executive Director in accordance with the Bid/Proposal Protest Procedures set for in Rockland Green's Procurement Policy.

4.19 LABOR DISRUPTIONS

Any contract resulting from this Request for Competitive Offers process is subject to the right of Rockland Green to postpone acceptance of delivery and payment by Rockland Green in the event of any form of labor disruption.

4.20 CONTRACT ADMINISTRATOR

A contract administrator will be assigned to oversee the contract awarded to the successful vendor. In addition, the successful vendor will be expected to name a counterpart project manager. The vendor's project manager will be responsible for providing scheduled status reports to the contract administrator or his designee.

4.21 COMPLIANCE WITH LAWS

The contractor shall give all notices and obtain all the licenses and permits required to perform the work. The contractor shall comply with all the laws applicable to the work and the performance of the contract.

4.22 FOREIGN NATIONALS

Employers are required by Federal law to verify that all employees are legally entitled to work in the United States. Accordingly, Rockland Green reserves the right to request legally mandated employer held documentation attesting to the same for each employee assigned work under any contract awarded as a result of this solicitation. In accord with such laws, Rockland Green does not discriminate against individuals on the basis of national origin or citizenship.

4.23 GOVERNING LAW

This RFB and any contract entered into between the vendor and Rockland Green shall be governed by and in accordance with the laws of the State of New York and the United States of America.

4.24 CURRENCY AND TAXES

Prices are to be in U.S. dollars, duty and delivery FOB destination included. Rockland Green is exempt from all sales and use taxes.

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TITLE: JANITORIAL/ CUSTODIAL SERVICES
VARIOUS LOCATIONS

BID NUMBER: RFB-2024-06

4.25 PAYMENT TERMS

Rockland Green's standard payment term is thirty (30) to sixty (60) days upon receipt of invoice and check-lists after services are performed or goods delivered and check-list has been completed and signature of compliance has been indicated.

4.26 CONTRACT PERIOD AND RENEWAL

The term of the contract shall be one (1) year commencing on 06/01/24. At the option of Rockland Green, the contract may be extended under the same terms and conditions for an additional period not to exceed twelve (12) months.

4.27 BONDING REQUIREMENTS (Bid/Performance and Payment)

- There are no Bonds required for this contract
- Bid Bond - An approved bid bond to the extent of five (5) percent of the bid price will be required with all vendor responses at the time of Submission of the Bid. The awarded supplier must retain the bond until the contract has been signed.
- Performance and Payment Bond - The contractor shall, at the time of execution of the contract, obtain and maintain in full force and effect for sixty days after contract expiration:
 - an irrevocable documentary Letter of Credit with a sound and reputable bank authorized to do business in the State of New York, OR
 - a Performance Bond signed by a surety company authorized to do business in the State of New York, and/or
 - a Payment Bond signed by a surety company authorized to do business in the State of New York, in the amount of N/A, for the faithful performance of the contract. The Letter of Credit, Performance Bond, Payment Bond, etc., shall name as beneficiary Rockland Green and may be invoked to the benefit of Rockland Green upon delivery of a certified statement to the issuing bank or surety company that the contractor has failed to perform pursuant to the terms and conditions of its contract with Rockland Green.

With its proposal submission, the contractor shall include a letter from its bank or surety company stating that the letter of credit or bond will be provided if being considered for a contract or in the event of a contract. The Letter of Credit or Bond shall be provided on a yearly basis for each year, or portion, of the contract.

4.28 CONTRACTOR ASSURANCES

The proposer and subsequent Contractor warrants that it has carefully reviewed the needs of Rockland Green for the services as described in the RFB and that it has familiarized itself with Rockland Green's locations, and it warrants it can provide such services as described in the RFB and as represented in its Bid.

ADDITIONAL CONTRACT CLAUSES

ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY
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TITLE: JANITORIAL/ CUSTODIAL SERVICES
VARIOUS LOCATIONS

BID NUMBER: RFB-2024-06

The following Contract Clauses that are marked will apply to this procurement and all resulting contracts related to this procurement.

4.29



TERMINATION

Termination for Convenience: Rockland Green

may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in Rockland Green's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Rockland Green to be paid the Contractor. If the Contractor has any property in its possession belonging to Rockland Green, the Contractor will account for the same, and dispose of it in the manner Rockland Green directs.

4.29.2 Termination for Default [Breach or Cause]: If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Rockland Green may terminate this contract for default. Serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default shall effect termination. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by Rockland Green that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Rockland Green, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

4.29.3 Opportunity to Cure: Rockland Green in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the Contractor fails to remedy to Rockland Green's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of a written notice from Rockland Green setting forth the nature of said breach or default, Rockland Green shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Rockland Green from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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TITLE: JANITORIAL/ CUSTODIAL SERVICES
VARIOUS LOCATIONS

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4.29.4 **Waiver of Remedies for any Breach** In the event that Rockland Green elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Rockland Green shall not limit Rockland Green's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

4.30 **GOVERNMENT – WIDE DEBARMENT AND SUSPENSION**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The prospective contractor certifies, by submission of this bid or proposal, that neither it nor its "principals" is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

(2) When the prospective contractor is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bid.

4.31 **LOBBYING**

The prospective Contractor is hereby put on formal notice that neither the Executive Director, Board of Directors, nor any employees from Rockland Green are to be lobbied, either as individually or collectively, concerning this project. Firms and their agents who intend to submit proposals for this project are hereby placed on *formal notice* that they are **not** to contact Authority personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process, outside of those specifically scheduled by Rockland Green for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

4.32 **REFUND BY THE PROVIDER**

If a review of claims and payments to **CONTRACTOR** by Rockland Green reveals that the amount received by the **CONTRACTOR** for contract services during that year exceeds the amount due for provision of contract services, the **Purchasing Department** shall notify the **CONTRACTOR** of the exact amount due to Rockland Green for overpayments during the term hereof. Immediately, or for good cause shown to the **Purchasing Department**, no later than thirty (30) days after the notification date, the **CONTRACTOR** shall refund to Rockland Green by check made payable to the order of the Executive Director - Rockland County Solid Waste Management, the amount due for such overpayment. If the **CONTRACTOR** fails to refund amounts due Rockland Green under this or any other Agreement, Rockland Green may, at the discretion of the **Purchasing Department**, withhold payments due the **CONTRACTOR** for contract services provided pursuant to this Agreement until such time that the **CONTRACTOR** has made all payments due Rockland Green under this or any other Agreement; or deduct from payments due the **CONTRACTOR** for contract services under this Agreement or any renewal thereof, either in installments or in one lump sum, the amount due Rockland Green under this or any other Agreement. The **CONTRACTOR'S** obligations under this section shall continue beyond and shall survive the expiration or termination of this Agreement.

4.33 **LICENSES, ETC.**

The **CONTRACTOR** shall not be entitled to receive compensation for any portion or the term of this Agreement during which it fails to maintain any required certification, registration and or license. The **CONTRACTOR** shall reimburse Rockland Green for any compensation received for such portion of the term in accordance with the terms and conditions hereof.

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ROCKLAND GREEN

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TITLE: JANITORIAL/ CUSTODIAL SERVICES
VARIOUS LOCATIONS

BID NUMBER: RFB-2024-06

4.34 **ACCOUNTING PROCEDURES AND AUDITS**

The **CONTRACTOR** shall maintain full and complete books and records of accounts in accordance with generally accepted accounting practices. Such books and records shall be retained for a period of seven (7) years from the termination or expiration of this Agreement or longer if required by Federal or State law, rule or regulation. The **CONTRACTOR** agrees that the **Accounting Department** and Rockland Green or its duly designated representative shall have immediate access to and the right to examine, audit, excerpt, copy or transcribe records of any pertinent transactions or other records relating to contract services under this Agreement. **CONTRACTOR** agrees to provide access to all fiscal records related to the provision of services under this agreement.

4.35 **CLAIM AND AUDITS**

Prior to the making of any payments hereunder, Rockland Green may, at its option and upon notice to **CONTRACTOR**, audit such books and records of the **CONTRACTOR** as are reasonably pertinent to this Agreement to substantiate the basis for payment. Rockland Green may withhold payment for cause found in the course of such audit or because of failure of the **CONTRACTOR** to cooperate with such audit. Rockland Green shall, in addition, have the right to audit such books and records subsequent to payment, and in the event an audit reflects overpayment by the county or that moneys were not fully expended or that moneys were improperly expended, then the **CONTRACTOR** shall reimburse to Rockland Green the cost of such audit, and the amount of such overpayment or improper payment, as the case may be, within thirty (30) days of notice from Rockland Green. In addition to any other remedies it may have, Rockland Green shall have the right to deduct from future contract payments under any contracts Rockland Green may have with the **CONTRACTOR**, any funds Rockland Green may determine are owed to Rockland Green under this Agreement.

4.36 **NONDISCRIMINATION**

The **CONTRACTOR** expressly agrees that neither the **CONTRACTOR**, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, sex, age, physical disability or national origin.

4.37 **NON-COLLUSION**

The **CONTRACTOR**, by signing this Agreement, does hereby warrant and represent that this Agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and Rockland Green, and that said laws have not been violated and shall not be violated as they relate to the procurement or performance of the Agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any Authority employee, officer, or official.

4.38 **CONFLICT OF INTEREST**

The award of this Contract is subject to provisions of all Federal, State and County laws. All firms must disclose with their proposals, the name of any officer, director or agency that is also an employee of Rockland Green.

ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY
d/b/a
ROCKLAND GREEN
172 MAIN STREET NANUJET, NY 10954
PHONE: 845.753.2200 - FAX: 845.753.2281

TITLE: JANITORIAL/ CUSTODIAL SERVICES
VARIOUS LOCATIONS

BID NUMBER: RFB-2024-06

Further, all firms must disclose the name of any Authority employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

The **CONTRACTOR** agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The **CONTRACTOR** further agrees that, in the performance of this Agreement, no person having any such interest shall be employed by it. The **CONTRACTOR** represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the provider to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the CONTRACTOR) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement.

ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY
d/b/a
ROCKLAND GREEN
172 MAIN STREET NANUET, NY 10954
PHONE: 845.753.2200 - FAX: 845.753.2281

TITLE: JANITORIAL/ CUSTODIAL SERVICES
VARIOUS LOCATIONS

BID NUMBER: RFB-2024-06

PROCUREMENT SCHEDULE

| | |
|---------------------------------|---|
| Availability of RFB: | Monday, April 1, 2024 |
| Mandatory Scheduled Site Visit: | Wednesday April 10 th , 2024 (10:00am) |
| Confirm with Rockland Green | Prior to Site Visit (845) 753-2200 or rmontal@rocklandgreen.com |
| Deadline for Receipt of Bids: | Friday May 10, 2024 (2:00pm) |
| Selection of Bidder: | Thursday May 16, 2024 |
| Start Date of Project: | June 1, 2024 |



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Rockland Green
Ryan Montal, Assistant to the Director
172 Main Street
Nanuet NY 10954

Schedule Year 2023 through 2024
Date Requested 02/26/2024
PRC# 2024900222

Location Rockland Green Facilities
Project ID# RFB-2024-06
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 from 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 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, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYS DOL 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

Rockland Green
Ryan Montal, Assistant to the Director
172 Main Street
Nanuet NY 10954

Schedule Year 2023 through 2024
Date Requested 02/26/2024
PRC# 2024900222

Location Rockland Green Facilities
Project ID# RFB-2024-06
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 |

Rockland County Article 9

Janitor, Porter, Cleaners, Elevator Operator

02/01/2024

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 |