

**PEARL RIVER SCHOOL DISTRICT**

**BID NUMBER RFB-PR-2019-06**

**SECURITY OFFICER & PARKING LOT MONITORS**

**OPENING: JUNE 7, 2018 AT 11:00 A.M.**

**Vendor Name:** \_\_\_\_\_

PEARL RIVER SCHOOL DISTRICT  
135 WEST CROOKED HILL ROAD  
PEARL RIVER, NEW YORK 10965

845-620-3911 Business Office

## **NOTICE TO BIDDERS**

In accordance with the provisions of Section 103 of the General Municipal Law, an advertisement for bids was published in The Journal News on May 23, 2018. As stated in such notice, bids will be publicly opened and read in the Administrative Office, 135 West Crooked Hill Road, Pearl River, NY on June 7, 2018 at 11:00 A.M. We would appreciate your submitting a bid.

Please contact us if you have any questions.

This bid contains the following items.

1. General Conditions
2. Specifications
3. Bid Proposal
4. Bid Proposal Certifications

Quinton C. Van Wynen, Jr.  
Director of Operations

PEARL RIVER UNION FREE SCHOOL DISTRICT  
ADMINISTRATIVE OFFICES  
135 West Crooked Hill Road  
Pearl River, N.Y. 10965

845-620-3911 BUSINESS OFFICE

Town of Orangetown  
County of Rockland

## GENERAL CONDITIONS

(For the purchase of materials, supplies, services, and equipment)

All invitations to bid issued by the above named School District will bind bidders and successful bidders to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase contract awarded by the School District.

### DEFINITIONS

"School District"	- shall be the legal designation of the district.
"Board"	- the Board of Education of the school district.
"Bid"	- an offer to furnish materials, supplies, services, and or equipment in accordance with the invitation to bid, the general conditions, and the specifications.
"Bid Offer"	- the form on which the bidder submits his bid.
"Bidder"	- any individual, company, or corporation submitting a bid.
"Successful bidder"	- any bidder to whom an award is made by the school district.
"Specification"	- description of materials, supplies, services, and/or equipment and the conditions for its purpose.

### BIDS

1. The date and time of bid opening will be given in the Notice to Bidders.
2. All bids must be submitted on and in accordance with forms provided by the board.
3. All bids received after the time stated in the Notice to Bidders may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handing of the mail by employees of the school district. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified. The District will not accept facsimile or e-mail bids.
4. All information required by Notice to Bidders, Specifications, and Bid Offer, in connection with each item against which a bid is submitted, must be given to constitute a regular bid.
5. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials, services or equipment required and a representation that the bidder can furnish the supplies, services, materials, or equipment satisfactorily in complete compliance with the specifications.
6. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in space provided in bid for this purpose.

7. Prices and information required, except signature of bidder, should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be original signatures. Facsimile, printed, or typewritten signatures are not acceptable.

8. Sales to school districts are not affected by any fair trade agreements. (General Business Law, ch. 39, Sec. 369-a, Sub. 3, L 1941)

9. No charge will be allowed for federal, state, or municipal sales and excise taxes since the school district is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax. Exemption certificates, if required, will be furnished on forms provided by the bidder.

10. In all specifications, the words "or equal" are understood after each article giving manufacturer's name or catalog reference, or on any patented article. The decision of the school district as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, bidder must in every instance give the trade designation of the article, manufacturers name, and detailed specification of item he proposes to furnish. Otherwise, bid will be construed as submitted on the identical item as specified

11. Bids on equipment must be standard new equipment, of latest model, and in current production, unless otherwise specified.

12. All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.

13. When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group. A bidder desiring to bid "no charge" on an item in a group must so indicate; otherwise bid for the group may be rejected.

14. All prices quoted must be "per unit" as specified; eg, do not quote "per case" when "per dozen" is requested; otherwise, bid may be rejected.

15. Bidder must insert the price per unit and the extensions against each item in his bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.

16. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.

17. The bidder must submit the Bid Proposal Certification and the Certificate and Signature Form (Appendixes A & B) pursuant to sec. 103-d of the New York State General Municipal Law.

18. All bids must be sealed. They may be submitted either in plain or opaque envelopes, or in those furnished by the school district. All bids must be addressed to the Director of Operations. Bid envelopes must be clearly marked 'Bid'. Also the date and time of the bid opening, as indicated on the Notice to Bidders, must appear on due envelope. Bids must not be attached to or enclosed in packages containing bid samples. Telegraphed bids may be considered at the discretion of the school district. Telephoned quotations or amendments will not be accepted at any time. The District will not accept facsimile or e-mail bids.

19. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the school district, not later than five (5) days prior to the date fixed for the opening of bids. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by the school district in the form of addenda to the specifications. All addenda so issued shall become a part of the contract documents.

20. If the supplies, materials, services or equipment are to be delivered over an extended period of time, or if the specifications so state, then the successful bidder may be required to execute an agreement in relation to the performance of his contract, such agreement to be executed by the bidder within 15 days after notification to execute such contract. If the specifications so state, the successful bidder also may be required to furnish a performance bond equal to the full amount of the contract to guarantee the faithful performance of such contract. Such performance bond shall be maintained in full force and effect until the contract shall have been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of New York and must be satisfactory to the attorney for the school district. The performance bond shall be executed by the successful bidder at the time of the execution of the contract by the successful bidder and the board. The school district reserves the right to specify

that a bid bond is required and/or that a cash deposit in lieu of a performance bond shall be deemed sufficient to secure performance for no additional expense.

## SAMPLES

21. All specifications are minimum standards; and accepted bid samples do not supersede specification for quality unless bid sample is superior, in which case deliveries must be the same identity and quality as accepted bid sample.

22. The school district reserves the right to request a representative sample of the item quoted upon either prior to the award or before shipments are made. If the sample is not in accordance with the requirements of the specification, the school district may reject the bid; or, if award has been made, cancel the contract at the expense of the successful bidder.

23. Samples, when required, must be submitted strictly in accordance with instructions; otherwise, bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within ten (10) days of the request, or as directed, for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. The school district will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the bidder at his expense. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the school district shall have the right to dispose of them as its own property.

24. When a specification indicates that an item to be purchased is to be equal to a sample, such sample will be on display at a designated location in the school district. Failure on the part of the bidder to examine sample shall not entitle him to any relief from the conditions imposed in the proposal, specification, etc.

## AWARD

25. 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, services, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.

26. The school district reserves the right to reject all bids. Also reserved is the right to reject, for cause, any bid in whole or in part; to waive technical defects; qualifications; irregularities; and omissions if in its judgment the best interests of the district will be served. Also reserved is the right to reject bids and to purchase items on State or County contract or BOCES or other municipal bids if such items can be obtained on the same terms, conditions, specifications, and at a lower price.

27. The school district reserves the right to make awards within forty-five (45) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder distinctly states in his bid that acceptance thereof must be made within a shorter specified time.

28. Where a bidder is requested to submit a bid on individual items and also on a total sum or sums, the right

is reserved to award bids on individual items or on total sums.

### BID MISTAKE

29. The withdrawal of a bid based upon a unilateral mistake shall be allowed only in strict compliance with the requirements of Sec. 103 (11) of the New York State General Municipal Law.

### CONTRACT

30. Each bid will be received with the understanding that the acceptance thereof in writing by the school district, approved by the board of education, to furnish any or all of the items described therein shall constitute a contract between the successful bidder and the school district. Contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of his bid. Contract shall bind the school district on its part to order from such successful bidder (except in the case of emergency) and to pay for at the contract prices, all items ordered and delivered, unless otherwise specified.

31. The placing in the mail of a notice of award or purchase order to a successful bidder, to the address given in his bid, will be considered sufficient notice of acceptance of contract.

32. If the successful bidder fails to deliver within the time specified or within reasonable time as interpreted by the school district, or fails to make replacement of rejected articles, when so requested, immediately or as directed by the school district, the school district may purchase from other sources to take the place of the item rejected or not delivered. The school district reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse the school district promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity. Whenever the school district seeks legal enforcement of the provisions of said contract, the bidder shall be liable for payment of the school district's legal costs, including reasonable attorney's fees.

33. A contract may be canceled at the successful bidder's expense upon non-performance of contract.

34. If the successful bidder fails to deliver as ordered, the school district reserves the right to cancel the contract and purchase the balance from other sources at the successful bidder's expense.

35. Cancellation of contract for any reason may result in removal of the successful bidder's name from mailing list for future proposals for an indeterminate period.

36. When materials, equipment, services or supplies are rejected, they must be removed by the successful bidder from the premises of the school district within five (5) days of notification. Rejected items left longer than five (5) days will be regarded as abandoned, and the school district shall have the right to dispose of them as its own property.

37. No items are to be shipped or delivered until receipt of an official order from the school district.

38. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey,

sublet, or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract to any other person, company, or corporation, without the previous written consent of the school district.

### INSTALLATION OF EQUIPMENT

39. The successful bidder shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work the premises shall be left in a neat, unobstructed condition, and the buildings broom cleaned, and everything in perfect repair and order. Old materials are the property of the successful bidder unless otherwise specified.

40. Equipment, supplies, services and materials shall be stored at the site only on the approval of the school district and at the successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.

41. Work shall be progressed so as to cause the least inconvenience to the school district and with proper consideration for the rights of other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and install his work promptly.

42. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.

43. Equipment for trade-in shall be dismantled by the successful bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented simply as is. Equipment is available for inspection only at the delivery point listed for new equipment unless otherwise specified.

44. The successful bidder guarantees:

- (a) His products against defective material or workmanship and or repair or replace any damages or marring occasioned in transit.
- (b) To furnish adequate protection from damage for all work and to repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.
- (c) To carry adequate insurance to protect the school district from loss in case of accident, fire, theft, etc.
- (d) That all deliveries will be equal to the accepted bid sample.
- (e) That the equipment or furniture offered is standard, new, latest model of regular stock product or as required by the specifications, with parts regularly used for the type of equipment or furniture offered; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to

replace the unit or the part affected without cost to the school district

Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment (one year from the date of acceptance of the replacement). The successful bidder shall make any such replacement immediately upon receiving notice from the school district.

#### DELIVERY

45. Delivery must be made as ordered and in accordance with the proposal and specification. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery (not to exceed 30 days). The decision of the school district as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the successful bidder. Failure to deliver because of delayed payments or for any other reason except that described in Paragraph 52 will be cause for open market purchase at the expense of the successful bidder.

46. The school district will not schedule any deliveries for Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the school district shall govern.

47. Items shall be securely and properly packed for shipment, storage, and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling, or sacks.

48. The successful bidder shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving school district will note for the benefit of successful bidder when packages are not received in good condition.

49. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the agent for the school district. The successful bidder will be required to furnish proof of delivery in every instance.

50. Unloading and placing of the equipment and furniture is the responsibility of the successful bidder, and the school district accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the school district, and suppliers should notify their truckers accordingly.

51. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

Contract Number  
Purchase Order Number  
Name of Article  
Item Number  
Quantity  
Name of the successful bidder

Carton shall be labeled with purchase order number, successful bidder's name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

#### PAYMENTS

52. Payment for the used portion of an inferior delivery will be made by the school district on an adjusted price basis.

53. Payment will be made only after correct presentation of claim forms obtained from the ordering school district.

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

#### SAVE HARMLESS

55. Proposer shall protect, indemnify, defend and save the district harmless from and against any damage, cost or liability, including reasonable attorney's fees, for any or all injuries to persons or property arising from acts or omissions of your company, its officers, employees and agents, including but not limited to claims brought by third parties, employees of the District or employees of the company.

#### SAVING CLAUSE

56. The successful bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, fires, floods, acts of God, or for any other acts not within the control of the successful bidder and which by the exercise of reasonable diligence he is unable to prevent.

#### NONDISCRIMINATION CLAUSE

57. The bidder agrees that it will not discriminate against any employee, applicant for employment or student because of race, creed, color, national origin, religion, sex, age, disability, marital status, sexual orientation or other non-merit factors. Such action shall be taken with reference to, but not be limited to employment practices and provision of services under any contract with the District.

PEARL RIVER SCHOOL DISTRICT

SPECIAL CONDITIONS DOCUMENT

BID NUMBER: RFB-PR-2019-06

BID TITLE: SECURITY OFFICER & PARKING LOT MONITORS

:

1. FOR THE ABOVE REFERENCED BID, A BID BOND –

  X   IS REQUIRED IN THE AMOUNT OF  10%  PERCENT OF TOTAL BID.

       IS NOT REQUIRED

2. FOR THE ABOVE REFERENCED BID, A PERFORMANCE BOND –

       IS REQUIRED IN THE AMOUNT OF        PERCENT OF TOTAL BID.

  X   IS NOT REQUIRED

3. FOR THE ABOVE REFERENCED BID, A CASH DEPOSIT IN THE AMOUNT OF        % OF THE TOTAL CONTRACT SUM WILL BE REQUIRED WITH FIVE (5) BUSINESS DAYS OF NOTICE OF AWARD, IN LIEU OF A PERFORMANCE BOND.

PEARL RIVER SCHOOL DISTRICT  
135 WEST CROOKED HILL ROAD  
PEARL RIVER, NY 10965

BID PROPOSAL CERTIFICATION

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

Business Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Date of Bid \_\_\_\_\_

I. General Bid Certification

The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment and/or services as proposed on this bid.

II. Non-Collusive Bidding Certification

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

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

"(A) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of joint bid each party thereto certifies as to its own organization, under penalty or 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 requested 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

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

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

(1) The fact that a bidder (2) has (a) published price lists, rates, or tariffs covering items being procured, (b) had informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (A).

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

Signature/Authorized \_\_\_\_\_

Title \_\_\_\_\_

APPENDIX A



## CERTIFICATE AND SIGNATURE FORM

PLEASE COMPLETE AND RETURN WITH YOUR BID:

THE BIDDER DECLARES AND CERTIFIES:

- 1<sup>ST</sup>: THAT NO MEMBER OF THE BOARD OF EDUCATION OF THE PEARL RIVER SCHOOL DISTRICT, COUNTY OF ROCKLAND NOR ANY OFFICER OR EMPLOYEE OR PERSON WHOSE SALARY IS PAYABLE IN WHOLE OR IN PART FROM THE TREASURY OF SAID BOARD OF EDUCATION IS DIRECTLY OR INDIRECTLY INTERESTED IN THIS BID OR IN THE MATERIALS, EQUIPMENT, OR SERVICES TO WHICH IT RELATES, OR IN ANY PORTION OF THE PROFITS THEREOF.
- 2<sup>ND</sup>: THAT THE SAID BIDDER HAS CAREFULLY EXAMINED THE INSTRUCTIONS TO BIDDERS, SCHEDULES AND SPECIFICATIONS PREPARED UNDER THE DIRECTION OF THE BOARD OF EDUCATION, AND WILL, IF SUCCESSFUL IN THIS BID, FURNISH AND DELIVER AT THE PRICES BID AND WITHIN THE TIME STATE, ALL THE MATERIALS, EQUIPMENT OR SERVICES FOR WHICH THIS BID IS MADE.

THE FULL NAMES AND TITLES OF ALL PERSONS INTERESTED IN THIS BID AS PRINCIPALS ARE AS FOLLOWS:

_____	_____
_____	_____
_____	_____
_____	_____

DATE: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

FIRM: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

NAME: \_\_\_\_\_  
(CONTACT PERSON FOR BID INQUIRIES)  
(IF SAME AS AUTHORIZED, LEAVE BLANK)

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

APPENDIX B

Pearl River School District  
135 West Crooked Hill Road  
Pearl River, NY 10965

### IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012 ("Act"), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities List") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL §165-a(3), the Prohibited Entities List may be found on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Pursuant to General Municipal Law §103-g, by signing below, Bidder certifies as true under the penalties of perjury that: By submission of this proposal each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Bidder cannot make the certification, the Bidder shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The Pearl River School District ("District") may award a contract to a Bidder who cannot make the required certification on a case-by-case basis if:

- 1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or
- 2) The District makes a determination that the goods and services are necessary for the District to perform its functions and that, absent such exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the Contract, should the District receive information that a person is in violation of the above-referenced certifications, the District will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The District reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

---

DATE

---

SIGNATURE

---

BUSINESS NAME

---

PRINTED NAME

---

TITLE

PEARL RIVER SCHOOL DISTRICT  
PEARL RIVER, NEW YORK

**Receipt Confirmation Form**

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

Purchasing Department  
Director of Operations  
Pearl River School District  
135 West Crooked Hill Road  
Pearl River, NY 10965

RE: RFB-PR-2019-06  
SECURITY OFFICER & PARKING LOT  
MONITORS

Telephone: 845-620-3911

Fax: 845-620-3934

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

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

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Ext: \_\_\_\_\_ Fax: \_\_\_\_\_

I have received a copy of the above noted bid.

\_\_\_\_\_ We will be submitting a bid.

\_\_\_\_\_ We will not be submitting a bid.

If you are responding that you are not submitting a bid, please explain:

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

If a bidder's meeting has been arranged for this bid, please indicate if you plan to attend:      Yes / No

RETURN TO:  
BUSINESS OFFICE

BID PROPOSAL

PEARL RIVER SCHOOL DISTRICT  
135 WEST CROOKED HILL ROAD  
PEARL RIVER, NEW YORK 10965  
845-620-3911

**BID OPENING: JUNE 7, 2018**

**AT 11:00 A.M.**

**BID NO. RFB-PR-2019-06 SECURITY OFFICER & PARKING LOT MONITORS**

Name of Bidder: \_\_\_\_\_

Signature of person submitting bid: \_\_\_\_\_

Printed or typed name of person submitting bid: \_\_\_\_\_

Title of person submitting bid: \_\_\_\_\_

Address of bidder: \_\_\_\_\_

\_\_\_\_\_

Telephone Number of Bidder (include area code): \_\_\_\_\_

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

**INVITATION TO SUBMIT PROPOSALS FOR SECURITY OFFICER/GUARD SERVICES AND PARKING LOT MONITORS**

The Board of Education of the Pearl River Union Free School District will accept sealed proposals for Security Officer/Guard Services and Parking Lot Monitor Services at the Business Office, 135 West Crooked Hill Road, Pearl River, NY 10965, until 11:00 A.M., EST., June 7, 2018.

Conditions and instructions for submitting proposals, as well as the necessary proposal forms, are available at the Business Office, 135 West Crooked Hill Road, Pearl River, NY 10965 (Telephone: 845-620-3911).

The Pearl River Union Free School District reserves the right to accept or reject any or all proposals, to waive any informalities in the proposals received and to accept the proposal deemed most advantageous to the best interest of the school district.

Pearl River Union Free School District

By: \_\_\_\_\_  
Quinton C. Van Wynen, Jr.  
Director of Operations

## INTRODUCTION

The Pearl River Union Free School District is requesting proposals for Security Officer/Guard Services and Parking Lot Monitor Services.

It is the School District's intention to determine the lowest responsible bidder through evaluation of various criteria including, but not limited to price and overall cost of services to be rendered, strength and reputation, depth of experience, and quality of services.

The Board of Education will appoint a review committee to screen all proposals and recommend finalists to the Board of Education for final selection. All proposals and information submitted for review by the review committee are hereby declared to be part of the contractual proposal for final review by the Board of Education.

The evaluation by the review committee is intended to identify those best able to conduct Security Officer/Guard Services and Parking Lot Monitor Services. The results of the evaluation of the proposals submitted by the various companies by individual members of the committee or the committee as a whole shall be accepted without recourse. This will be a subjective evaluation based on the individual committee member's judgment of the proposals as related to the criteria and weighing factors.

The successful vendor will provide necessary leadership, coordination and cooperation to assure the plans and services responsive to needs of the school district and service goals are consistent with state requirements and all applicable laws.

It is understood that the Board of Education reserves the right to reject any or all proposals, or waive any informality in a proposal; and, it is expressly contemplated that no contract exists on the part of the school district until formal written notice has been given or until a contract is executed.

In this instance of request for several proposals, it is understood that the Board of Education reserves the right to award a contract for the proposal in the manner deemed to be in the best interest of the school district.

From: Office of the Purchasing Agent  
of the Pearl River School District  
135 West Crooked Hill Road  
Pearl River, NY 10965

Re: Security Officer/Guard Services and Parking Lot Monitor Services

Conditions and Instructions for submitting proposals:

1. Sealed proposals will be received up to 11:00 AM., EST., June 7, 2018 at 135 West Crooked Hill Road, Business Office, Pearl River, NY 10965, at which time they will be publicly opened. Late proposals will not be considered.

2. All envelopes containing proposals are to be clearly marked "Security Officer/Guard Services and Parking Lot Monitor Services." The envelope itself is to be addressed as follows:

Pearl River School District  
Attn: Business Office  
135 West Crooked Hill Road  
Pearl River, NY 10965

3. Acceptance of Proposals content:

The contents of the proposal of the successful company will become contractual obligations along with the final contract if contractual action ensues. Failure of the successful company to accept these obligations in an agreement may result in cancellation of the award.

4. Economy of Preparation:

Proposals should be prepared simply and economically, providing a straightforward concise description of your company's capabilities to satisfy the requirement of the request for proposal. Special bindings, colored displays, promotional materials, etc. may be included. Emphasis should be on completeness and clarity of content.

5. Save Harmless:

Proposer shall protect, indemnify, defend and save the district harmless from and against any damage, cost or liability, including reasonable attorney's fees, for any or all injuries to persons or property arising from acts or omissions of your company.

#### 6. Rejecting of Proposals:

The Board of Education reserves the right to reject any and all proposals received as a result of this request, or to negotiate separately with any source in any manner necessary to serve the best interests of the school district.

The Board of Education does not intend to award a contract solely on the basis of any response made to this request or otherwise pay for the information solicited or obtained. Subsequent procurement, if any, will be in accordance with the Board of Education contractual action. Non-compliance of the conditions of the proposal may result in disqualification.

#### 7. Incurring Costs:

The Board of Education is not liable for any cost incurred by your company prior to issuance of the agreement, contract or purchase order.

#### 8. Form of Proposal:

All proposals must include the forms supplied for this purpose.

Oral, telephonic or telegraphic proposals are invalid and will not receive consideration.

The work to be provided shall include the furnishing of all labor, materials, equipment, and services necessary, or incidental to, Security Officer/Guard Services and Parking Lot Monitor Services.

Before submitting a proposal, the contractor shall take into consideration the amount and character of work to be done and the difficulties involved in its proper execution; all costs incidental to the work must be included to cover all contingencies essential to Security Officer/Guard Services and Parking Lot Monitor Services, notwithstanding that every item or contingency is not specifically mentioned herein.

#### 9. Authority for signing proposals:

Proposals are to be signed by authorized individual. Indicate the name of the individual.

#### 10. Assignment:

No contract or order or interest therein shall be transferred or subcontracted by your company to whom such contract or order is given to any other party.

#### 11. Costs to be included in proposal:

The proposal shall contain all estimated costs for providing the scope of services contained in these specifications.



## Conditions and Instructions for submitting proposals (Cont'd)

### 12. Supplemental Information:

All companies submitting proposals must use the forms provided to present the information requested. Proposals submitted that do not meet this condition will be automatically eliminated from consideration. In addition to the submission of the formal proposal form, your company may submit a separate brochure containing descriptive literature about the firm's organization, staff and experience in performing services.

### 13. Strength and reputation of your company:

A very high priority will be placed in the selection process on companies who have the strength and reputation whereby their services are readily acceptable by New York State Governmental Offices, Federal Agencies, etc.

## Proposal

The district shall have the right to reject any or all proposals, to waive any informalities, or to accept the proposals deemed best for the Pearl River Union Free School District.

The proposal will be firm and may not be withdrawn for a period of sixty (60) days after the scheduled closing time for receiving proposals.

It is to be understood that representatives of the Pearl River School District shall have the right to contact owners for which you were engaged for one or more projects to obtain information about the type and quality of services performed in order to evaluate and select a company to be utilized by our school district.

It is also understood and agreed as part of the contract cost that I (we) will complete and prepare all the necessary reports and documents.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Respectfully submitted,

By

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

### Scope Of Work

This is a single year bid with the express understanding that the Board of Education of the Pearl River School District may exercise the option to discontinue the contract for the remaining term with written notice. The Board of Education will have no further obligation financial or otherwise to the bidder should this option be exercised.

Schedules and estimated man hours for the optional additional years of the contract will be determined at the time of the contract extension, but will probably stay in line with the requirements outlined in the "Requirements" sections below.

The contractor shall furnish all supervision, labor, materials, equipment, tools, supplies, incidentals and services of every kind necessary for proper Security Officer/Guard Services and Parking Lot Monitor Services, (all collectively hereinafter referred to as the "work"). The contractor shall pay all fees and secure all permits necessary to complete the work, in every respect, in a workmanlike manner.

### Prevailing Wage: State Labor Laws & Regulations

The contract shall conform to all applicable requirements of Article #9 of the Labor Laws, Section 296 for the Executive Laws of the State of New York. The contractor agrees that all wages paid for performance of this work shall be at the prevailing wage rates established by State and Federal regulations. As amended by chapter 565 of the Laws of 1997, the New York Labor Laws now require that every contractor submit to the department of jurisdiction within thirty (30) days after issuance of it first payroll, and every thirty (30) days thereafter, a transcript of the original payroll record. In addition, each month a copy should also be submitted in the monthly invoice to the district. Please see attached New York State Department of Labor Prevailing Wage Rates Sheet.

### Option to Extend the Term of the Contract

The Pearl River School District shall have the unilateral option of extending or renewing this contract for two (2) consecutive additional periods of twelve (12) months, each upon the same terms and conditions as are contained in this contract. The District each year will consider, upon request, an inflationary increase not to exceed the Consumer Price Index for March from the New York, Northeastern New Jersey area based upon index for all urban consumers (C.P.I.-U). Said options shall be deemed to have been exercised upon formal written notification thirty (30) calendar days prior to the expiration of the contract provided that the Purchasing Agent shall have given preliminary notice of the Pearl River School District's intention to renew at least sixty (60) calendar days before the contract is to expire. (Such a preliminary notice will not be deemed to commit the Pearl River School District to exercise the option). If the Pearl River School District exercises the option of the first additional twelve (12) month period, the contract as renewed shall be deemed to include the option provision for the second additional twelve (12) month period. However, the total duration of this contract, including any option(s) under this clause, shall not exceed thirty-six (36) months.

### Assignability of Contract

The contractor will furnish all labor, materials, equipment and supervision necessary to perform such services. This contractor is prohibited from assigning, transferring, conveying, sub-letting or disposing of this contract or any part thereof, or any payment to become due thereunder, or of his/her right, title or interest therein, or his/her power of execute such contract to any other person or corporation without the previous consent in writing of the Board awarding the contract. In any instance where the contractor fails to comply with this clause, this contract may be immediately declared by the District to be breached.

The Pearl River School District may request and Contractor may perform extra services at such prices and at such times as the parties agree upon in writing.

### Termination of Contract

Either party may terminate this agreement for convenience (that is, without cause and for any reason or no reason) upon thirty (30) days prior written notice.

### Insurance Requirements

The contractor shall carry public liability insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person and subject to the same limits for each person in an amount not less than \$1,000,000 on account of one accident, and contractor's property damage insurance in an amount not less than \$1,000,000. The contractor shall carry automobile liability and automobile property damage insurance in the same limits as stipulated above.

Prior to commencing work, the successful bidder shall provide a Certificate of Insurance with the required limits stating that the "Pearl River School District and its Board of Education, employees, authorized volunteers and committee members and student teachers are named as additional insured" with all rights and privileges of the policy contract without the responsibility to pay premiums prior to the signing of the contract.

Contractor must provide proof of Worker's Compensation coverage for its employees.

The terms of the insurance coverage must also include a minimum of thirty (30) days prior written notification to the District in the event that the insurance is to be cancelled.

### Bid Bond

All bidders are to furnish a BID BOND in an amount not less than ten percent (10%) of the total estimated bid as bid security. The surety on the bid bond must be a corporate surety licensed to sign surety bonds in the State of New York and also listed by the United States government. The bonding company must be "A" rated by A.M. Best Company and must also be licensed to do business in New York State by the New York State Insurance Department.

### **Minimum Specifications for Security Services**

The security service business or persons must have at least three years of public school experience as security service persons and be licensed by the State of New York to function as security personnel.

#### **Security Officers:**

- a. Must be at least 18 years of age.
- b. Must be a high school graduate or possess a General Equivalency Diploma, unless this requirement is waived by the School District.
- c. Must be able to speak, read and write the English language to communicate with visitors and prepare incident reports.
- d. Must carry photo ID at all times
- e. Must wear a shirt indicating that they are "security."

Security service persons functioning as "Parking Lot Monitors" must be familiar with the applicable provisions and procedures as outlined in the Pearl River School District "District Wide Safety Plan," as it relates to safety and risk management.

### **General Specifications:**

The work to be provided shall include the furnishing of all labor, materials, equipment, and services necessary, or incidental to, Security Officer/Guard services and Parking Lot Monitor Services.

Before submitting a proposal, the contractor shall take into consideration the amount and character of work to be done and the difficulties involved in its proper execution; all costs incidental to the work must be included to cover all contingencies essential to Security Officer/Guard Services and Parking Lot Monitor Services, notwithstanding that every item or contingency is not specifically mentioned herein.

All bidders must include with their bid documents a copy of their corporate/company license and a list of references, including at least three references from an educational institution. Failure to provide these documents will be considered non-responsive and the bidder will be disqualified from consideration.

#### **Successful bidders will be required to provide:**

- Adequate insurance naming the Pearl River School District as the additionally insured. (SEE ABOVE SECTION REGARDING PROOF OF INSURANCE)
- Proof of Workers Compensation coverage for its employees.
- Proof of Liability Insurance in the amount of one million dollars.
- Individual licenses for those who will be assigned to duty at the Pearl River School District. Licenses must be received for individuals prior to their working in the District.

## **Requirements for Security Officer/Guard**

Security Officer/Guard Service as needed on Fridays, Saturdays, Sundays or other days of the week as the district needs dictate.

The time of day is normally from 7:00 P.M. until 2:00 A.M., for a seven (7) hour shift. Additional guards may be required for a shorter time period for special events. Overtime pay is for hours in excess of a seven (7) hour shift. Holiday pay will be paid by the district for the following holidays only: New Year's Eve, New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve and Christmas Day. The holiday starts at 12:00 a.m. and ends at 11:59 p.m.

One or two Security Officer/Guard(s) must make rounds to all the district buildings or be assigned to one building. When hired for a special event, a Security Officer/Guard will report to the School District Official in charge of the event (dance, athletic event, etc). If three security personnel are needed for a special event, it is understood that a paid supervisor will also be provided to oversee their activities and act as liaison with the district personnel.

Security Officer/Guards must be in uniform and use a marked vehicle. (A magnetic sign on vehicle will suffice.)

The Security Firm must submit a written, legible report for each shift worked. It must be submitted to the **Business Office no later than two days after the completion of the shift being reported.** The report must include the name of the guard on duty and an hourly detail of activity with a short description (i.e. "all clear", "problem encountered", etc.) Payments will be made after timely receipt of reports.

**The Security Firm must be able to be contacted during normal business hours for scheduling and discussion of coverage, concerns, etc. The Security Firm must specify in their bid the manner in which they can be contacted, the individual responsible, and the hours they are available.**

The school district estimates that 1600 man hours will be needed from July 1, 2018 through June 30, 2019.

Individual Responsible for Communication \_\_\_\_\_

Telephone Numbers for Contact \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Days & Times Available \_\_\_\_\_

### **Requirements for Parking Lot Monitors:**

Monitors will be required to be on site at Pearl River High School, Monday through Friday when school is in session, beginning September 5, 2018 and for all of the 2018-2019 school year. The exception to this is as follows: no monitors will be necessary during midterm exams in January and final exams in June. Actual dates of service will be determined by the school calendar and the building principal. Monitors will report to the building principal. Overtime pay is for hours in excess of an eight hour shift.

A minimum of two monitors will be required. The hours for the monitors will be as follows: Monitor 'A' will be from 7:00 a.m. to 3:00 p.m.; Monitor 'B' will be from 7:00 a.m. to 1:30 p.m. The Pearl River School District reserves the right to add additional monitors should it be deemed necessary.

Monitors will be responsible for supervising the parking lot of the Pearl River High School. They will check passes offered by students attempting to leave the premises. Those students without the proper authorization will be reported to the building administration. Monitors will be expected to stop each vehicle entering and exiting the premises, and keep a log sheet documenting vehicles on the property.

Monitors providing the service must be able to communicate effectively with students, staff, and community members. Persons should be mature and be able to use sound judgment. There will be absolutely no fraternization with students and staff.

Monitors must be readily identifiable with appropriate attire, including a name tag. The District reserves the right to require a marked vehicle should it deem one to be necessary. (A magnetic sign on vehicle will suffice.)

The Vendor must submit a written, legible report for each day worked in the format and as required by the building principal.

Payments will be reviewed and approved by the building principal. Payments so approved will be processed for payment every other Friday.

The Vendor Firm must be able to be contacted during normal school business hours for scheduling and discussion of coverage, concerns, etc. The Vendor Firm must specify in their bid the manner in which they can be contacted and the individual responsible.

Individual Responsible for Communication \_\_\_\_\_

Telephone Numbers for Contact \_\_\_\_\_

\_\_\_\_\_

E-Mail Address \_\_\_\_\_

Days & Times Available \_\_\_\_\_

**PEARL RIVER SCHOOL DISTRICT  
RFB-PR-2019-06 SECURITY OFFICER AND PARKING LOT MONITORS  
PRICING SCHEDULE/OPTIONS**

**BID WILL BE AWARDED TO THE LOWEST RESPONSIBLE BIDDER. BID PRICING MAY BE STRUCTURED TO BID SEPARATELY ON THE SECURITY OFFICER, THE PARKING LOT MONITORS OR BOTH. NOTE: THERE IS NO HOLIDAY RATE AVAILABLE FOR PARKING LOT MONITORS SINCE THEY ARE NEEDED ONLY DURING TIMES WHEN SCHOOL IS IN SESSION.**

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

**SECURITY OFFICER**

Pricing as follows:

**2018 - 2019**

Regular Hourly Rate: \$ \_\_\_\_\_

Overtime Hourly Rate: \$ \_\_\_\_\_  
(for hours in excess of 7/shift)

Holiday Hourly Rate: \$ \_\_\_\_\_

Marked Vehicle (if extra) \$ \_\_\_\_\_

Supervisory Rate: (if required - as per specs) \$ \_\_\_\_\_

**PARKING LOT MONITORS**

Pricing as follows:

**2018 - 2019**

Regular Hourly Rate: \$ \_\_\_\_\_

Overtime Hourly Rate: \$ \_\_\_\_\_  
(for hours in excess of 8/shift)

Marked Vehicle (if extra) \$ \_\_\_\_\_

**\*\*\*SEE NEXT PAGE FOR OPTIONAL PRICING OPPORTUNITY\*\*\***



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

**OPTIONAL PRICING IF AWARDED BOTH SECURITY OFFICER & PARKING LOT MONITORS**

**2018 - 2019**

	<u>SECURITY OFFICER</u>	<u>PARKING LOT MONITOR</u>
Regular Hourly Rate:	\$_____	\$_____
Overtime Hourly Rate:	\$_____	\$_____
	(for hours in excess of 7/shift)	(for hours in excess of 8/shift)
Holiday Hourly Rate:	\$_____	NA
Marked Vehicle (if extra)	\$_____	\$_____
Supervisory Rate:	\$_____	NA
(if required - as per specs)		

New York State Department of Labor  
Prevailing Wage

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PRC#: 2018900592

Type of Contracting Agency: Local School District

Acceptance Status: Accepted Article 9

Contracting Agency

Send Reply To

Pearl River School District  
Fran Dillon  
Purchasing Clerk  
135 West Crooked Hill Rd  
Pearl River NY 10965

(845) 620-3908  
(845) 620- 3934 Fax  
purchasing@pearlriver.org

Project Information

Project Title Security Officer/Parking Lot  
Description of Work Use of Security Officer & Parking Lot Monitors at district locations  
Contract Id No.  
Project Locations(s) District wide  
Route No / Street Address 135 West Crooked Hill Rd  
Village / City Pearl River  
Town Orangetown1  
State / Zip NY 10965  
Nature of Project Building Service Contract  
Approximate Bid Date 06/07/2018  
Checked Occupation(s) Guards, Watchmen

Applicable Counties

Rockland



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Pearl River School District  
Fran Dillon, Purchasing Clerk  
135 West Crooked Hill Rd  
Pearl River NY 10965

Schedule Year 2017 through 2018  
Date Requested 05/18/2018  
PRC# 2018900592

Location District wide  
Project ID#  
Occupation Type(s) Guards, Watchmen

### PREVAILING WAGE SCHEDULE FOR ARTICLE 9 PUBLIC WORK PROJECT

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

If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

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

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

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

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: \_\_\_\_\_ Date Cancelled: \_\_\_\_\_

Name & Title of Representative: \_\_\_\_\_

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240



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

### **Introduction**

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

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

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

### **Responsibilities of the Public Agency**

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

The Public Agency responsible for preparing the specifications for a building service contract must file a statement identifying the types of employees and work to be performed with the New York State Commissioner of Labor, or other fiscal officer<sup>1</sup>. A separate filing is required for every building service contract. Only one filing is required for each contract, regardless of the duration of the contract. To file with the Commissioner of Labor, the Public Agency MUST submit a Request for Wage and Supplement Information" form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

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

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

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

Upon the awarding of the contract, the law requires that the Public Agency furnish the following information to the Bureau of Public Work: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the 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.

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

<sup>1</sup> The New York State Commissioner of Labor is the fiscal officer on all building service contracts except for those performed by or on behalf of a city, in which case the fiscal officer is the comptroller or other analogous officer of the city.

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

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

## **Payrolls and Payroll Records**

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Social Security number; the craft, trade or occupation in which the worker was employed; Hourly wage rate(s) paid; Supplements paid or provided; and Daily and weekly number of hours worked in each craft, trade or occupation.

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

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

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

## **Withholding of Payments**

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

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

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

## **Summary of Notice Posting Requirements**

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

## **Apprentices**

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

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

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested

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

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

### **Interest and Penalties**

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

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

### **Debarment**

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

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

### **Criminal Sanctions**

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

### **Discrimination**

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

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

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

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

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

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

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

### **Workers' Compensation**

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

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

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

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

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

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

### **Unemployment Insurance**

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





Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Pearl River School District  
Fran Dillon, Purchasing Clerk  
135 West Crooked Hill Rd  
Pearl River NY 10965

Schedule Year 2017 through 2018  
Date Requested 05/18/2018  
PRC# 2018900592

Location District wide  
Project ID#  
Occupation Type(s) Guards, Watchmen

### Notice of Contract Award

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

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

### Contractor Information

All information must be supplied

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

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240



New York State Department of Labor  
Bureau of Public Work  
SOBC – Bldg. 12 – Rm. 130  
Albany, NY 12240  
[www.labor.ny.gov](http://www.labor.ny.gov)

## **IMPORTANT NOTICE**

### **Regarding Article 9 Building Service Contract Schedules**

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

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

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

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

**This is a change to our prior notice.**

Article 9 wage schedule information is now available [online](#).

## Introduction to the Prevailing Rate Schedule

### Introduction

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

### Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail. The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.

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

### Hours

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

### Wages and Supplements

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

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

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

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

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

### Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion.

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

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

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

New York State Department of Labor  
Bureau of Public Work  
State Office Campus, Bldg. 12  
Albany, NY 12240

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:

Telephone #

FAX #

---

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

**Rockland County Article 9**

**Guards, Watchmen**

**05/01/2018**

**JOB DESCRIPTION** Guards, Watchmen

**DISTRICT** 10

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

**WAGES**

Per hour: 07/01/2017

\$ 17.41

**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**

Per hour worked: \$1.75

**OVERTIME PAY**

See (B, B2) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S

## Overtime Codes

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

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

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

- ( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- ( T ) Triple the hourly rate for Holidays, if worked
- ( U ) Four times the hourly rate for Holidays, if worked
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.

## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

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

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

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





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

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

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

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

**This Form Must Be Typed**

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

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

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

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University  
Construction Fund

☐ 05 Mental Hygiene  
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

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

☐ 10 Village

☐ 11 Town

☐ 12 County

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

Telephone: ( )

Fax: ( )

E-Mail:

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

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

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE:

☐ Additional Occupation and/or Redetermination

Telephone: ( )

Fax: ( )

E-Mail:

PRC NUMBER ISSUED PREVIOUSLY FOR  
THIS PROJECT:

OFFICE USE ONLY

**B. PROJECT PARTICULARS**

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project  
Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

☐ 1. New Building

☐ 2. Addition to Existing Structure

☐ 3. Heavy and Highway Construction (New and Repair)

☐ 4. New Sewer or Waterline

☐ 5. Other New Construction (Explain)

☐ 6. Other Reconstruction, Maintenance, Repair or Alteration

☐ 7. Demolition

☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT:

☐ Construction (Building, Heavy  
Highway/Sewer/Water)

☐ Tunnel

☐ Residential

☐ Landscape Maintenance

☐ Elevator maintenance

☐ Exterminators, Fumigators

☐ Fire Safety Director, NYC Only

☐ Guards, Watchmen

☐ Janitors, Porters, Cleaners,  
Elevator Operators

☐ Moving furniture and  
equipment

☐ Trash and refuse removal

☐ Window cleaners

☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?

YES ☐

NO ☐

10. Name and Title of Requester

Signature



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

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

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

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

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

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

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

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

**Article 9**

<b>AGENCY</b>	<b>Fiscal Officer</b>	<b>FEIN</b>	<b>EMPLOYER NAME</b>	<b>EMPLOYER DBA NAME</b>	<b>ADDRESS</b>	<b>DEBARMENT START DATE</b>	<b>DEBARMENT END DATE</b>
DOL	DOL	*****5530	CFM SERVICE CORPORATION INC		P O BOX 548 225 MONTAUK HWY/SUITE 219MORICHES NY 11955	11/28/2012	04/15/2021
DOL	DOL		JOSEPH KLEINPETER	CFM SERVICE CORPORATIO N INC	P O BOX 548 225 MONTAUK HWY/SUITE 219MORICHES NY 11955	11/28/2012	04/15/2021
DOL	DOL	*****0744	NCLN20 INC		3494 HALL LANE P O BOX 69LAFAYETTE CA 94549	05/23/2013	05/23/2018
DOL	NYC		ROBERT SARDINA		C/O TRAFFIC MOVING SYSTEM 66 ALEXANDER STREETYONKERS NY 10701	03/31/2015	03/31/2020
DOL	DOL		SIHAYA JONES		C/O NCLN20 INC 3404 HALL LANELAFAYETTE CA 94549	05/23/2013	05/23/2018
DOL	DOL		STEPHEN JONES		C/O NCLN10 INC 3404 HALL LANELAFAYETTE CA 94549	05/23/2013	05/23/2018
DOL	NYC	*****2049	TRAFFIC MOVING SYSTEMS INC		66 ALEXANDER STREET YONKERS NY 10701	03/31/2015	03/31/2020