

STATE OF NEW YORK

JUDICIARY

—REQUEST FOR BID—

(This is not an order)
**BID MUST BE MADE ON THIS SHEET
 OR AS OTHERWISE SPECIFIED**

NYS COURT OF CLAIMS
 ROBERT ABRAMS BUILDING for LAW and JUSTICE
 PO Box 7344, Capitol Station
 Albany, NY 12224

Direct Inquiries to the DESIGNATED CONTACT:

JILL REMEDES
 E-mail: jremedes@nycourts.gov

Price to include delivery to (describe exact location and method of delivery) All prices to be net and inclusive of all services specified herein unless otherwise specified.

Bid Number: RFB# COC 2025/Janitorial (NYC)	Commodity Group:
Opening Date: Wednesday, November 26, 2025 Time: 2:00 PM Issue Date: Friday, October 31, 2025	Commodity Name: Janitorial (NYC)

OFFICE OF GENERAL SERVICES "GENERAL SPECIFICATIONS" (APRIL 2016) ARE FULLY INCORPORATED HEREIN.

<p>Agency's Specification of item(s) Required (include quantities)</p> <p><u>UCS ATTACHMENT I, III, and IV ATTACHED & INCORPORATED HEREIN.</u></p> <p>Exhibit B Prevailing Wage Rate Schedule. PRC# 2025900914</p>	<p>Bidder's Quotation and Specific Description of Item Offered</p> <p>ALL BID RESPONSES <u>MUST</u> BE ENTERED ON THE ENCLOSED BID RESPONSE FORM UNLESS SPECIFIED OTHERWISE HEREIN.</p>
---	--

NOTICE TO BIDDERS

Pursuant to the Rules and Regulations of the Chief Administrator for the Courts, sealed bids for furnishing the item(s) in this Request for Bid will be received at the above address. When submitting a bid, you must:

1. Complete this form in its entirety using ink or typewriter and return with all other documents.
2. Explain any deviations or qualifications if your bid deviates from the specifications. If necessary, attach a separate sheet setting forth such explanations.

3. Sign the bid. The bid must be completed in the name of the bidder (corporate or other) and must be fully and properly executed by an authorized person.

4. INDICATE THE BID NUMBER, THE BID OPENING DATE AND TIME ON THE ENVELOPE CONTAINING THE SEALED BID.

5. Mail the bid to the above agency address in sufficient time for it to be received before the specified bid opening. **LATE BIDS WILL BE REJECTED.**

BIDDER HEREBY CERTIFIES THAT THE ABOVE QUOTED (OR OTHERWISE NOTED) PRICES ARE APPLICABLE TO ALL CUSTOMERS FOR COMPARABLE QUANTITIES, QUALITY, STYLES OR SERVICES.

BIDS MUST BE SIGNED

Bidder's Firm Name:		Employer's Federal Identification Number:	
Address Street		NYS Vendor ID Number:	
City	State	Zip	
Bidder's Signature		Official Title	
Printed or Typed Copy of Signature		Area Code/Telephone Number Email	

CONTENTS

DOCUMENT ENCLOSURE CHECKLIST

BID CONTENTS

<u>Article</u>	<u>Subject</u>
I.	OVERVIEW
II.	MINIMUM QUALIFICATIONS
III.	AWARD
IV.	PRICING
V.	SCOPE OF WORK
VI.	BID RESPONSE DOCUMENTS
VII.	BID SUBMISSION PROCEDURES
VIII.	GENERAL BID PROVISIONS
IX.	CONTRACT TERMS AND REQUIREMENTS

Attachments

Attachment I:	Standard Request for Bid Clauses & Forms
Attachment III:	Vendor Responsibility Questionnaire
Attachment IV:	Procurement Lobbying forms

Exhibits

Exhibit A:	Pricing Sheet
Exhibit B:	Prevailing Wage Schedule

DOCUMENT ENCLOSURE CHECKLIST (2 pages)

- Pricing Sheet: Exhibit A/Pricing Sheet must be fully executed and included in bidder's proposal.
Failure to do so may disqualify bidder's response.

The following forms must be fully executed and included in bidder's proposal.
Failure to do so may disqualify bidder's response:

- Unified Court System ("UCS") Request for Bid/Proposal Form (rfb1.frm) and complete bid response with original signature
- Attachment I - Standard Request for Bid Clauses & Forms
 - p.3 - Non-Collusive Bidding Certificate
 - p.4 - Acknowledgment of Individual or Corporation
- Attachment II - Not Applicable
- Attachment III - Vendor Responsibility Questionnaire
 - Questionnaire filed online via OSC VendRep System and certified within 6 months of the bid opening due date, or
 - Paper questionnaire
- Attachment IV - Procurement Lobbying forms
 - Disclosure of Prior Non-Responsibility Determination (UCS 420)
 - Affirmation of Understanding and Agreement (UCS 421)
- One of the following: (i) copies of bidder's certificate(s) of insurance or other adequate proof evidencing the insurance coverages required by the bid specifications; or (ii) correspondence affirming that bidder will supply such certificate(s) or proof upon notification of contract award.
- Proprietary information in separate folder from bid response, if applicable
- Certificates of NYS Worker's Compensation and NYS Disability Benefits Insurance, or Certificate of Attestation of Exemption.
Please see paragraph "Insurance Requirements" for a list of accepted forms.
- Copies of bidder's certificate(s) of insurance or other adequate proof evidencing the insurance coverages required by the bid specifications.
- Three (3) complete photocopies of original bid response
- Signed two-page Bidder's Document Enclosure Checklist

In addition, bidder shall provide:

- Bidder's contact information (Item 5 and 6, below)
- Narrative Description –Relevant Business Experience/Qualifications
- References

IMPORTANT:

1. All documents requiring an original signature must bear the BLUE INK signature of the same authorized individual verified in #6 below. Signatory notarization must be that of the person whose signature is affixed to all required documents.
2. All required bidder response items must have the SAME COMPANY NAME AND TAX ID NUMBER. If a bidder is awarded a contract under this RFB, the company name and associated tax ID number on the bid response forms must match the business entity that the New York State Unified Court System contracts with in order for a contract to be approved by the New York State Comptroller (“OSC”).
3. **Do not alter this solicitation in any manner. Any changes, deletions, or additions (including the addition of supplemental terms and conditions) to this RFB or to any exhibits or appendices to this RFB, including Exhibit A/Pricing Sheet, may result in the rejection of the bid as non-responsive.**
4. Please note that the terms and conditions of this RFB will form the basis of the contract with the Awarded Contractor (defined below).

5. Bidder Contact Information

Bidder’s Primary Contact for Bid Matters:

Name and Title:		
Street:		
City:	State:	Zip:
Telephone Number:	Email:	

6. Bidder Verification:

The representative who is an authorized signatory for the bidder must complete and sign below to verify submission of all documents required per the Document Enclosure Checklist. This authorized representative must be the person whose signature is affixed to all required bid documents, including Exhibit A Pricing Sheet.	
COMPANY NAME:	
AUTHORIZED OFFICER’S NAME AND TITLE:	
SIGNATURE:	DATE:

I. OVERVIEW

Purpose and Scope

The UCS/NYS Court of Claims is soliciting proposals, exempt of taxes, for restroom cleaning services in our NYC district. These services would be performed within our leased space at 26 Broadway, 10th Floor, New York, New York 10004.

**** See ARTICLE V BELOW, SCOPE OF WORK for detailed specifications. ****

Key Bid Dates

EVENT	DATE
Bid Issue Date*	10/31/2025 at 9:00 a.m.
Mandatory Facility Walk Through	11/13/2025 at 12:00 p.m.
Bid Question Due Date	11/7/2025 by 5:00 p.m.
Bid Submission Deadline Date	11/24/2025 at 2:00 p.m. 11/26/2025 at 2:00 p.m.
Bid Opening Ceremony	11/24/2025 at 2:00 p.m. 11/26/2025 at 2:00 p.m.
Estimated Contract Start Date	1/1/2026

***UCS reserves the right to modify any Key Bid Date as it may deem appropriate.**

II. MINIMUM QUALIFICATIONS

UCS/NYS Court of Claims will consider proposals submitted by entities that demonstrate a minimum of three (3) years’ experience in the provision of similar goods or services required under this solicitation.

III. AWARD

Term of Award

A single estimated quantity term contract (“Contract”) will be awarded to the successful bidder (“Awarded Contractor”) for an Initial Term of three (3) years (“Initial Term”). The Contract is expected to commence on or about 1/1/2026. UCS/NYS Court of Claims reserves the right to renew such Contract for two (2) additional one (1) year periods (each, a “Renewal Term”) upon the same terms and conditions excluding pricing.

UCS/NYS Court of Claims further reserves the right to extend the Contract for a period not to exceed six (6) months (“Extension Term”), upon written notification to Awarded Contractor prior to the expiration date of the Initial Term or a Renewal Term, upon the same terms and

conditions including pricing as the preceding Term; provided, the maximum term of the awarded contract will be five (5) years.

The Contract, renewals and extension thereof are subject to the approval of the NYS Attorney General and the NYS Comptroller.

Method of Award

A single contract will be awarded to the lowest dollar cost, responsible bidder determined to be in compliance with this RFB and specifications. Lowest dollar cost is defined as the lowest Grand Total Cost of all estimated services to be performed for the Initial Term, as indicated by bidders in the Exhibit A/Pricing Sheet.

IV. PRICING

Pricing

All pricing submitted pursuant to the solicitation shall be net f.o.b. destination unless otherwise expressly specified herein.

Other than the pricing submitted on Exhibit A/Pricing Sheet, there shall be no other charge, cost, reimbursement, or expense of any kind payable by UCS/NYS Court of Claims in connection with or arising from Awarded Contractor’s performance of the goods and services set forth herein. Awarded Contractor shall be solely responsible for all costs and expenses incurred in connection with the performance of such services.

See Exhibit B Prevailing Wage Rate Schedule. PRC# 2025900914 is assigned to this RFB.

Pricing shall be submitted only on, and in the format prescribed by, Exhibit A/Pricing Sheet. Bidder must quote pricing on a cost per unit basis (ex: Labor and Supply price per month, Emergency hourly call-in rate) and compute all price extensions listed in Exhibit A/Pricing Sheet. In the event of a bidder’s miscalculation, the unit price will prevail. UCS/NYS Court of Claims reserves the right to make mathematical corrections based on unit price(s). Pricing in the awarded contract for amounts in increments not equal to pricing units indicated in the Pricing Sheet will be prorated accordingly.

Pricing will remain unchanged during the Initial Term.

Price Adjustments

Pricing shall be subject to increase as of the commencement date of each Renewal Term by the percentage equal to the lesser of: (i) the increase, if any, in the US Consumer Price Index for All Urban Consumers (CPI-U) Not Seasonally Adjusted (NSA) US Cities Average, All Items (“CPI”) as of the third month prior to the commencement date of each such Renewal Term, over the CPI as of the third month prior to the commencement date of the immediately prior term of

the Agreement, or (ii) five percent (5%). Pricing shall thereafter remain unchanged for the balance of each such term and shall further remain unchanged during an Extension Term.

Payment

Awarded Contractor shall send true and accurate invoices on a monthly basis by email to UCS/NYS Court of Claims, Jill Remedés at jremedes@nycourts.gov or such other person or email address as UCS/NYS Court of Claims shall designate.

Payment shall be made monthly in arrears and shall be made upon submission of monthly invoice by Awarded Contractor and approval by UCS/NYS Court of Claims of invoices satisfactory to UCS/NYS Court of Claims and OSC.

Payment for goods delivered/services performed under the awarded contract shall be conditioned upon the acceptance and approval of such items/services, such that it is sufficiently complete in accordance with the RFB specification, so that UCS/NYS Court of Claims can utilize the goods/services for its intended purpose.

V. SCOPE OF WORK

5.1 Statement of Work Overview

Awarded contractor shall produce and deliver private restroom cleaning services in our NYC district office, 26 Broadway, 10th Floor, New York, New York 10004, consisting of the following: five (5) stalls and five (5) sinks in the Women's restroom; four (4) stalls, three (3) urinals, and three (3) sinks in the Men's restroom; and five (5) private judge's bathrooms each with a sink, toilet, and stand-up shower, as set forth below:

5.2 Weekly Private Restroom Cleaning (Two (2) days a week):

Clean seven (7) restrooms using appropriate germicidal solution twice a week, on Tuesdays and Thursdays, unless otherwise requested by UCS/NYS Court of Claims. Cleaning services to be performed twice a week shall include, but not be limited to:

- Clean stall walls, seat cover dispensers, and doors.
- Clean all toilets, including base, bowls, seats, and flushometers.
- Clean and deodorize all urinals.
- Clean the front of towel dispensers and towel receptacles.
- Empty all trash bins and insert clean liners.
- Empty all sanitary disposal units and insert clean liners.
- Sweep and mop floors.
- Clean doors, door louvers, and door handles.

5.3 Quarterly Private Restroom Cleaning:

- Wash lavatory walls using appropriate germicidal solution once every three months (quarterly). This should be done during a regularly scheduled weekly cleaning (Tuesday or Thursday, as described above).

5.4 Annual Cleaning Private Restroom Cleaning:

- Machine scrub lavatory floors once a year. Day and time will be determined between UCS/NYS Court of Claims and the Awarded Contractor.

5.5 Awarded Contractors Janitorial Cleaning Services Supplies:

All regular supplies required to execute cleaning services as detailed above shall be included in the weekly, quarterly, and annually cleaning unit price as set forth in Exhibit A / Pricing Sheet. Cleaning Supplies may be stored on site in the allocated Janitorial space.

5.6 Refillable Restroom Supplies:

Vendor is to supply toilet tissue, disposable toilet seat covers, C-fold towels, and liquid hand soap to all dispensers and refill twice weekly. Pricing for refillable restroom supplies shall be set forth on Exhibit A/Pricing Sheet. Unused refillable restroom supplies paid for by UCS/NYS Court of Claims shall be stored on site in the allocated Janitorial space and accessible to UCS/NYS Court of Claims personnel on days of the week that the Awarded Contractor's cleaning services personnel are not available to refill the supplies/dispensers.

5.7 Notes:

- All services are to be performed after 5p.m. Monday through Friday, excluding holidays.
- Vendor is required to provide all cleaning equipment and supplies.
- Vendor is required to provide safety signage while floors are drying.
- Papers, folders, books, etc. upon personal work area (desk, tables, PC workstations) are NOT to be touched when cleaning.
- Use of telephone, copier, and all other office equipment by contractor's employee's etc. is prohibited, except use of telephone in case of emergency.

VI. BID RESPONSE DOCUMENTS**General Requirements**

All documentation must be submitted on prescribed forms, without alteration. To facilitate photocopying, do not permanently bind documents.

Bidders must submit every document listed in sections A and B, below. Failure to provide all documents in the manner required – including the number of requested copies - may result in disqualification of a bid response. Any changes, deletions, or additions (including the addition of supplemental terms and conditions) to this RFB or to any exhibits or appendices to this RFB, including Exhibit A/Pricing Sheet, may result in the rejection of the bid as non-responsive.

A. REQUIRED BID DOCUMENTS**1. Narrative Descriptions****a. Narrative Description – Relevant Business Experience/Qualifications**

2. Bidder Contact Information

Bidder shall designate, where specified in the Document Enclosure Checklist, a person as primary contact for all questions UCS/NYS Court of Claims may have regarding bidder's bid response.

3. References

Each bidder must submit three (3) references, other than UCS/NYS Court of Claims, including the company/agency name, complete address, contact name, title, telephone number, and email address, for whom the bidder has provided similar services at any time during the past three (3) years.

B. NYS BID FORMS

1. Attachment I - Standard Request for Bid Clauses & Forms and Attachment IV- Procurement Lobbying Law required forms

In addition to such other specifications and criteria as are presented herein, the NYS Unified Court System Attachment I - Standard Request for Bid Clauses & Forms, and Attachment IV - Disclosure of Prior Non-Responsibility Determination (UCS 420) and Affirmation of Understanding and Agreement (UCS 421) pursuant to the Procurement Lobbying Act, which must be downloaded or printed from the UCS Contract & Procurement website under "Addenda" for the appropriate solicitation, are incorporated and made a part of this solicitation.

2. Attachment III - Vendor Responsibility Questionnaire

The NYS Unified Court System (UCS) is required to conduct a review of a prospective Vendor to provide reasonable assurances that the vendor is responsible. The required Vendor Responsibility Questionnaire is designed to provide information to assist UCS in assessing a vendor's responsibility prior to entering into a contract with the vendor. Vendor responsibility is determined by a review of each prospective Vendor's legal authority to do business in New York State, business integrity, financial and organizational resources, and performance history (including references).

The UCS recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. However, vendors may choose to complete a paper questionnaire and submit it with their proposal.

Online Questionnaire: To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at

<http://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system> or go directly to the VendRep System online at <https://onlineservices.osc.state.ny.us/Enrollment/login?1>. Vendors must provide their New York State Vendor Identification Number when enrolling (see paragraph headed 'New York State Vendor File Registration' for instructions on obtaining a Vendor Identification Number.) For VendRep System assistance, contact the Office of the State Comptroller(s) Help Desk at 866-370-4672 or 518-408-4672 or by email at ITServiceDesk@osc.state.ny.us.

Bidders who file the Vendor Responsibility Questionnaire online via the OSC VendRep System are requested to checkmark the appropriate box on the Document Enclosure Checklist. Please note that online submissions must be certified and dated/updated not more than six (6) months prior to the bid opening date of this RFB/RFP. Bidders' authorized signature of the RFB/RFP form will serve as confirmation that bidders have knowingly filed their questionnaire online if the paper questionnaire is not included with the bidder's submission.

Paper Questionnaire: Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep/forms_vendor.htm or may contact the UCS or the Office of the State Comptroller's Help Desk for a copy of the paper form.

3. New York State Vendor File Registration

Prior to being awarded a contract pursuant to this solicitation, the bidder(s) must be registered in the New York State Vendor File (Vendor File) administered by the OSC. This is a central registry for all vendors who do business with New York State agencies and the registration must be initiated by a State agency. Following the initial registration, a unique New York State ten-digit vendor identification number (Vendor ID) will be assigned to vendors for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage certain vendor information in one central location for all transactions related to the State of New York.

If the bidder is already registered in the Vendor File, the vendor must enter the vendor's ten-digit Vendor ID on the first page of this bid document.

If the bidder is not currently registered in the Vendor File, upon award of a contract the Bidder must complete the OSC Substitute W-9 Form (<https://www.osc.state.ny.us/sites/default/files/vendors/2017-11/vendor-form-ac3237s-fe.pdf>) and submit the form to UCS. **The UCS will initiate the vendor registration process** for the Vendor. Once the process is initiated, Vendor will receive an e-mail identifying their unique ten-digit Vendor ID and instructions on how to enroll in the online Vendor Self-Service application. For more information on the Vendor File please visit the following website: https://esupplier.sfs.ny.gov/psc/fscm/SUPPLIER/ERP/c/NUI_FRAMEWORK_PT_LANDINGPAGE.GBL?&.

4. Electronic Payments

Vendors not currently receiving electronic payments, and who wish to do so, should enroll in ePayment – New York State’s electronic payment program for vendors. To do so, vendors need to log onto the Vendor Self-Service Portal and enter their bank account information. ePayments will ensure you are receiving payments faster and in a more secure manner. If you need assistance in accessing the Vendor Self-Service Portal, please contact the SFS Helpdesk at helpdesk@sfs.ny.gov or 1-877-737-4185.

5. Proof of Insurance

Bidder must provide together with its bid response all documentation required pursuant to Article IX, “Insurance Requirement.”

C. ADDITIONAL BID DOCUMENTS

1. Financial Stability

Upon request by UCS/NYS Court of Claims, bidder shall provide its audited financial statements prepared in accordance with GAAP-Generally Accepted Accounting Principles for the past three (3) consecutive years and a copy of its last three (3) annual reports.

VII. BID SUBMISSION PROCEDURES

A. SUBMISSION OF PAPER BID PROPOSALS BY MAIL

Packaging, Identifying and Delivering of Bids/Proposals

Bids/Proposals must be clearly addressed and submitted to:

NYS Court of Claims
Attn: Jill Remedés
Robert Abrams Building
for Law and Justice
PO Box 7344, Capitol Station
Albany, NY 12224

All envelopes/cartons must also be labeled with the following information on two sides:

Deliver immediately to Jill Remedés
Sealed bid - Do not open
RFB# COC/2025-Janitorial (NYC) due ~~11/24/2025~~ at 2:00 p.m.
11/26/2025 at 2:00 p.m.

Failure to seal and mark the bid/proposal as prescribed may result in non-delivery and/or rejection of the bid/proposal. Please note that bids/proposals must be received by the above-named UCS/NYS Court of Claims-designated person by ~~11/24/2025~~ 11/26/2025 at 2:00 p.m. at the latest or bids will be declared late bids and they will be disqualified. It is recommended that bidders allow several extra days for shipping in order to meet the deadline.

B. SUBMISSION OF ELECTRONIC (EMAIL) BID PROPOSALS

In addition to the Bid Submission Procedures contained in sub-article A, above, bidders may submit Bid proposals electronically to: jremedes@nycourts.gov. The email subject line must state: "RFB# COC/2025-Janitorial (NYC) – Bid Proposal" and per subsection (b) below, indicate the email sequence number, as appropriate.

Bid proposals submitted electronically must meet all requirements set forth in the bid for proposals submitted by mail, including, but not limited to, delivery on or before the Bid Submission Deadline Date and completion of required acknowledgments.

Additionally, electronically submitted Bid proposals must conform to the following requirements:

- (a) All Bid proposal documents must be in "PDF" searchable format.
- (b) The size limitation for individual emails is 25MB (megabytes) per email (including message plus attachments). If documents cannot be grouped within one .zip file and/or one email so as to conform to the 25MB size requirement, bidders may transmit Bid proposals in multiple emails, in which case, each email must be labeled "Email X of X" (e.g., "Email 1 of 3").
- (c) Notwithstanding the number of emails submitted, all Bid proposal emails must be submitted on the same date.

Bidders who submit a Bid proposal electronically will receive a reply email confirming the date and time of receipt of their submission. Bidders are advised to notify Senior Court Analyst Jill Remedés at jremedes@nycourts.gov if they have not received an email response within one (1) business day after submission of their Bid proposal.

Bidder Confidential/Proprietary Information

If applicable, bidders should specifically identify those portions of the proposal deemed to contain confidential or proprietary information or trade secrets, and must provide justification why such material, upon request, should not be disclosed to parties other than UCS/NYS Court of Claims. Bidders are advised that any material deemed confidential by bidder may still be subject to disclosure in connection with any governmental or judicial proceeding or inquiry or as may be required by applicable law, including but not limited to Article 6 of the New York Public Officers Law (Freedom of Information Law). Such confidential/proprietary

information must be in a separate folder from the non-confidential sections of the proposal.

No-Bids

Bidders are requested to send a no-bid letter to UCS/NYS Court of Claims, Attn: Jill Remedés, at the above address, should they decide not to answer this solicitation. The envelope shall be clearly marked in the lower left corner as follows: **RFB# COC/2025-Janitorial (NYC)**. No-bid letters may be sent by email to jremedes@nycourts.gov. Please indicate in "Subject" field: RFB# COC/2025-Janitorial (NYC) – No-Bid.

Questions

Any and all questions bidders may have in connection with this solicitation are to be directed by email only to:

Jill Remedés – jremedes@nycourts.gov

Please indicate in "Subject" field: “RFB# COC/2025-Janitorial (NYC) – Question(s).”

The deadline to submit questions is 11/7/2025 at 5:00 p.m. A written response to all submitted questions in the form of a Questions & Answers (Q&A) sheet will be posted on the UCS website at www.nycourts.gov/admin/bids under RFB# COC/2025-Janitorial (NYC).

IMPORTANT: All questions regarding this solicitation must be in writing by email and directed solely to the attention of the above designated person. Contact by any prospective bidder, or any representative thereof, with any other personnel of the UCS/NYS Court of Claims in connection with this RFB may violate the Procurement Lobbying Act of 2005 (see Attachment IV), will jeopardize the respective bidder's standing and may cause rejection of its proposal.

Mandatory Pre-Bid Walk Through

A mandatory pre-bid walk is scheduled on 11/13/2025 at 12:00 p.m., at the NYS Court of Claims, 26 Broadway, 10th Floor, New York, NY 10004. Bidders may not attend remotely. Attendance will be taken and only bidders who attend the mandatory walk through will be permitted to submit bid responses. Any questions asked during the Pre-Bid Facility Walk Through will be noted, and answers will be sent to each prospective bidder (Pre-Bid Q&A).

VIII. GENERAL BID REQUIREMENTS

Online RFB/RFP Package: Disclaimer

Bidders accessing any UCS/Court of Claims solicitations and related documents from the New York State UCS website www.nycourts.gov/admin/bids under “Current Solicitations”

shall remain solely and wholly responsible for reviewing the respective solicitation and bid documents on the internet regularly, up to the scheduled date and time of the bid/proposal due date, to ensure their knowledge of any amendments, addenda, modifications, or other information affecting the solicitation or bid documents in question.

Binding Nature of Bid/Proposal on Bidders

All bids/proposals shall remain binding on bidders until such time as UCS/NYS Court of Claims provides written notification of its intent to award the contract to a specific bidder or until the bidder withdraws its bid/proposal in writing, whichever occurs first.

Estimated Quantities

Any quantities specified in this solicitation constitute estimates only, and accordingly no commitment or guarantee to reach any specified volume of business is made or implied. Awarded Contractor must accept all requests for services placed by UCS/NYS Court of Claims during the term of an awarded contract.

Rejected and Unacceptable Bids/Proposals/Awards

UCS/NYS Court of Claims reserves the right to reject any and all proposals or bids submitted in response to this solicitation. In addition, UCS/NYS Court of Claims may reject any bids/proposals from any bidders who are in arrears to the State of New York upon any debt or performance of any contract; or who have previously defaulted on any contractual obligations, (as contracting party, surety, or otherwise), or on any obligation to the State of New York; or who have been declared not responsible or disqualified by any agency of the State of New York, who have any proceeding pending against them relating to the responsibility or qualification of the bidders to receive public contracts, whose proposal is incomplete or otherwise non-responsive in any material respect, or who are found to be non-responsible based on any of the criteria specified in the section headed "Responsible Bidder".

UCS/NYS Court of Claims also reserves the right to reject any bidder: (i) whose facilities and/or resources are, in the opinion of UCS/NYS Court of Claims, inadequate, too remote from the UCS/NYS Court of Claims locations to render services in a timely manner in accordance with all requirements of this solicitation; (ii) who does not provide references in accordance with the bid specifications, or whose references report significant failure to comply with specifications; or (iii) who are otherwise, in the opinion of UCS/NYS Court of Claims, unable to meet specifications.

UCS/NYS Court of Claims further reserves the right to set aside a bid award to a successful bidder if it is unsuccessful in negotiating a satisfactory contract within a time frame acceptable to the UCS/NYS Court of Claims, in which event UCS/NYS Court of Claims may then invite the bidder with the next highest evaluation score to enter into negotiations for purposes of executing a contract.

Responsible Bidder

A bidder shall be defined as "responsible" in accordance with, but not limited to, references, past performance history, financial stability, the criteria set forth in paragraph

2 of the General Specifications (Attachment III-Vendor Responsibility Questionnaire), and the criteria set forth in the paragraph headed “Rejected and Unacceptable Bids/Proposals” as well as any other criteria necessary and reasonable to establish the bidder’s responsibility.

Clarification/Correction of Bids/Proposals

In addition to any rights articulated elsewhere in this solicitation, UCS/NYS Court of Claims reserves the right to require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bidder’s proposal and/or to determine a bidder’s compliance with the requirements of this solicitation. This clarifying information, if required in writing by UCS/NYS Court of Claims, must be submitted by the bidder, in accordance with formats as prescribed by UCS/NYS Court of Claims at the time said information is requested and, if received by the due date set forth in UCS/NYS Court of Claims’ request for clarification, shall be included as a formal part of the bidder’s proposal. Clarifying information, if any, whether provided orally, visually, or in writing will be considered in the evaluation process. Failure to provide required information by its associated due date may result in rejection of the bidder’s proposal. Nothing in the foregoing shall mean or imply that it is obligatory upon UCS/NYS Court of Claims to seek or allow clarifications or corrections as provided for herein.

Minor Bid Irregularities

Provided the same will not materially benefit or disadvantage any particular bidder or substantially alter the requirements of this bid, UCS/NYS Court of Claims may: (i) waive technicalities; (ii) waive minor irregularities, omissions or incompleteness in the bid or a bid response; (iii) waive any bid requirements that are unmet by all bidders; (iv) consider any and/or all alternatives and/or enhancements suggested by the successful bidder; (v) make an award under the bid in whole or in part and negotiate contract terms and conditions with the successful bidder to meet UCS/NYS Court of Claims requirements consistent such award.

Unified Court System Self-Insurance

UCS/NYS Court of Claims, a New York State governmental entity, is self-retained for risk of loss and liability.

Inspection of Bidder’s/Awarded Contractor’s Facilities

The UCS/Court of Claims reserves the right to inspect bidder’s proposed facilities, as part of the bid evaluation. Subsequent to award, Awarded Contractor’s facilities shall be made available for periodic inspection. In all instances, advance notification will be communicated by appropriate court personnel.

Access to Court Facilities

Awarded Contractor must comply with all applicable location rules, policies, guidelines, and procedures in order to be granted access to court facilities. Where applicable to the

performance of work under an awarded contract, bidders shall be wholly responsible for familiarity with the physical layout and access to the courts and buildings in question, including but not limited to, roadways, overhangs, parking, security, elevators, required access permits, or insurance certificates. No special accommodations can or will be made by court staff with respect to security measures, access, or parking.

Subcontracting

Subcontracting and any other transfer of any duties or obligations to be performed hereunder will be permitted only with the prior written consent of UCS/NYS Court of Claims to the proposed subcontractors. In the event that bidder proposes to use one or more subcontractors, the specific subcontractors and the services proposed to be performed by such subcontractors, must be listed in bidder's proposal. If a bidder that proposes to use one or more subcontractors is awarded the contract, the award will constitute the prior written approval of UCS/NYS Court of Claims to the subcontractors named in the bidder's proposal.

The Awarded Contractor will be the prime contractor and will be responsible for all services required by this RFB/RFP. The UCS/NYS Court of Claims will communicate only with Awarded Contractor and the Awarded Contractor shall remain wholly liable for the performance by and payment to any such subcontractors, their employees, agents, consultants, or representatives.

Prevailing Wage

Bidders are required to abide by the New York State Department of Labor ("DOL") Schedule of Prevailing Wage for New York County (New York City). The Schedule of Prevailing Wage is made a part of this RFB. See Exhibit B.

Implied Requirements

Products and services that are not specifically requested in this solicitation, but which are necessary to provide the functional capabilities proposed by the bidder, shall be included in the offer except as specified herein.

Silence of the Specifications

The apparent silence of the specifications contained as part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Grievance/Bid Protest Procedure

Any vendor may file a grievance of a determination of any Unified Court System ("UCS") procurement action. Accelerated procurements, emergency procurements, and small purchases (under the \$50,000 discretionary purchasing threshold) are not subject to vendor grievances.

A grievance shall be made within ten (10) business days after the date of notification by UCS/NYS Court of Claims to the bidders of the selected vendor. The grievance shall be filed with the Office of Court Administration Director of Budget & Finance and shall briefly state all the facts or other basis upon which the vendor contests the agency decision. Supporting documentation, if any, shall be included. Filing of the grievance shall be accomplished by actual delivery of the grievance documents to the office of the Director of Budget & Finance:

Director, Division of Budget & Finance
NYS Office of Court Administration
Empire State Plaza
4 ESP – Suite 2001, 19th Fl.
Albany, NY 12223-1450

The vendor shall also send a copy of its grievance to:

NYS Court of Claims
Robert Abrams Building
for Law and Justice
Attn: Jill Remedés
PO Box 7344, Capitol Station
Albany, NY 12224

The Director's determination with respect to the merits of the grievance shall be mailed to the protesting vendor within thirty (30) days of receipt of the grievance documents. The determination shall state the reasons upon which it is based. The Director's determination shall be final. The procurement action under grievance shall not be stayed unless the Director determines that it is in the best interest of the UCS/NYS Court of Claims to delay the action.

IX. CONTRACT TERMS AND REQUIREMENTS

Contract Terms

The successful bidder shall be required to comply with the provisions set forth in this Article, as well as such other provisions contained in an agreement, in form and content satisfactory to UCS/NYS Court of Claims in its sole discretion.

Compliance with Laws

Awarded Contractor(s) must comply with all applicable federal, state, and local laws, rules and regulations, including but not limited to, fire, health, and safety codes, prior to and during the provision of all services under the contract resulting from this RFB/RFP.

Independent Contractor Status

It is expressly understood and agreed that the Awarded Contractor's status shall be that of an independent provider of services and that no officer, employee, servant, or subcontractor of the contractor is an employee of the UCS, NYS Court of Claims, or State of New York. The Awarded Contractor shall be solely responsible for the work, assignment, compensation, benefits, and personal conduct and standards of all such persons assigned to the provision of services. Nothing herein shall be construed to impose any liability or duty on the UCS, NYS Court of Claims, or State of New York to persons, firms, consultants, or corporations employed or engaged by the Awarded Contractor either directly or indirectly in any capacity whatsoever, nor shall the UCS, NYS Court of Claims, or State of New York be liable for any acts, omissions, liabilities, obligations, or taxes of any nature including, but not limited to, unemployment and Workers' Compensation insurance of the Awarded Contractor or any of its employees or subcontractors.

Indemnity

Awarded Contractor shall indemnify, defend, and hold harmless UCS/NYS Court of Claims, its officers and employees from and against any and all claims, causes of action, damages, costs, liabilities, and expenses of any kind (including reasonable attorney's fees and the cost of legal defense) which UCS/NYS Court of Claims may incur by reason of: (i) Awarded Contractor's breach of any term, provision, covenant, representation, or warranty contained in the contract awarded as a result of this bid; (ii) any act, omission, negligence, or intentional misconduct of Awarded Contractor or its employees, subcontractors, agents, volunteers, or of other persons under its direction and control; (iii) Awarded Contractor's performance or failure to perform under the contract; and (iv) enforcement by UCS/NYS Court of Claims of the awarded contract or any provisions thereof.

Confidentiality and Data Security

Awarded Contractor acknowledges that any and all information, records, files, documents or reports contained in any media format provided to the Awarded Contractor by the court, or which may be otherwise encountered by Awarded Contractor shall be considered extremely confidential and shall be handled accordingly at all times. Neither the Awarded Contractor nor any of its employees, servants, vendors, agents or volunteers shall at any time be permitted to utilize such confidential information for any purpose outside the scope of any resulting agreement without the express prior written authorization of UCS/NYS Court of Claims. Any breach of this confidentiality by the Awarded Contractor or by any of its employees, servants, subcontractors, agents, or volunteers may result in the immediate termination of any resulting agreement by UCS/NYS Court of Claims and may subject the Awarded Contractor to further penalties.

Awarded Contractor shall use, and require its employees and authorized agents to use, at least the degree of care a reasonably prudent person would use to protect and prevent improper access to the records.

Awarded Contractor is prohibited from maintaining confidential files and records provided to or generated by Awarded Contractor in a mobile or portable device. Remote access to

the UCS/NYS Court of Claims Confidential Information is prohibited unless industry standard protocols for remote access are in place (e.g., SSL, VPN). In addition, Awarded Contractor will be required to comply with the data security and confidentiality requirements of other government agencies that supply data to UCS/NYS Court of Claims.

Termination

A. EARLY TERMINATION FOR BUDGET MODIFICATION

1. If the UCS/NYS Court of Claims Budget (“Budget”) is modified (a “Budget Modification”, defined in subsection 2 below) for any State fiscal year included in the term of the awarded contract, in whole or in part (including any renewal or extension term), such that UCS/NYS Court of Claims determines, in its sole discretion, that it is necessary to reduce, eliminate or otherwise modify the budget allocation covering payment thereunder, UCS/NYS Court of Claims shall have the option to terminate the awarded contract upon not less than thirty (30) days’ notice to awarded contractor, without liability for costs, expenses or damages as a result thereof.
2. For purposes of this subsection A, Budget Modification shall mean and include, with respect to the Budget or any appropriation contained therein:
 - i. any reduction, elimination or restriction upon access thereto as provided by law; or
 - ii. any restriction placed on UCS/NYS Court of Claims spending authority, including any restriction imposed by UCS/NYS Court of Claims upon itself in response to a request of the Executive or Legislative Branch of government.
3. Termination hereunder shall be further governed by the termination provisions contained in the awarded contract, as applicable.

B. EARLY TERMINATION FOR CAUSE

Early termination of the contract for cause may result in, among other consequences, all remedies available to UCS/NYS Court of Claims and New York State, the Awarded Contractor both being declared non-responsible by the UCS/NYS Court of Claims, pursuant to the UCS/NYS Court of Claims and Office of the State Comptroller’s guidelines on vendor responsibility and in the Awarded Contractor’s removal from the UCS/ NYS Court of Claims’ bidders list for future solicitations.

Intellectual Property

If Awarded Contractor is required to produce specially commissioned materials pursuant to this Agreement (the "Work"), whether in written form, on tape, computer-readable media or other tangible form, Contractor acknowledges and agrees that UCS/NYS Court of Claims shall have the option: (i) to retain a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work or (ii) be the sole owner of the Work

(the Work shall be considered a "work made for hire"), each of the foregoing at no additional cost to UCS/NYS Court of Claims.

Insurance Requirement

Awarded Contractor shall be required to maintain during the term of the contract, including any renewal terms, at their own cost and expense:

1. Workers' compensation and disability benefit insurance coverage as required under NYS law. Each vendor must provide with its proposal proof of such workers' compensation and disability benefits insurance coverage or, if it is legally exempt from such coverage, proof of exemption. Vendor must obtain the appropriate Workers Compensation Board forms from its insurance carrier or licensed agent or must follow the procedures set forth by the Workers' Compensation Board for obtaining an exemption from coverage. See Workers' Compensation Board website at <http://www.wcb.ny.gov> under "Forms" for a manual listing required forms and procedures. Any questions regarding workers' compensation coverage requirements or debarments should be directed to:

Workers's Compensation Board
Bureau of Compliance
(518) 462-8882
(866) 298-7830

Only the following forms will be accepted:

Proof of Workers' Compensation Coverage

- **Form C-105.2** - Certificate of Workers' Compensation Insurance issued by private insurance carriers; or
- **Form U-26.3** issued by the State Insurance Fund; or
- **Form SI-12** - Certificate of Workers' Compensation Self-Insurance; or
- **Form GSI-105.2** - Certificate of Participation in Workers' Compensation Group Self-Insurance; or
- **Form CE-200** - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

Proof of Disability Benefits Coverage

- **Form DB-120.1** - Certificate of Disability Benefits Insurance, or
- **Form DB-120.2** - Certificate of Participation in Disability Benefits Group Self-Insurance; or
- **Form DB-155** - Certificate of Disability Benefits Self-Insurance; or
- **Form CE-200** - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

On forms that have a space for a certificate holder to be listed, the carrier must enter:

UCS/NYS Court of Claims
Robert Abrams Building
for Law and Justice

PO Box 7344, Capitol Station
Albany, NY 12224

The insurance carrier will notify the certificate holder if a policy is canceled.

Please note: An ACORD Certificate of Insurance is not acceptable proof of NYS workers' compensation or disability benefits insurance coverage.

For additional information regarding worker's compensation and disability benefits requirements, please refer to the New York State Workers' Compensation Board website at: <http://www.wcb.ny.gov> under (Employers/Businesses).

- 2. Commercial General Liability Insurance (bodily injury and property damage on an occurrence basis), contractual and products/completed operations liability coverage, and auto liability with minimum limits as follows:

Bodily Injury and Property Damage	\$1 million, per occurrence, \$2 million, aggregate
Personal Injury and Advertising:	\$1 million aggregate
Contractual and Products/ Completed Operations	\$2 million aggregate
Auto Liability, Combined single limits	\$1 million

Commercial General Liability insurance coverage shall be obtained from commercial insurance carriers licensed to do business in the State of New York.

EXHIBIT A/PRICING SHEET

Do not alter this Pricing Sheet in any manner. Any changes, deletions, or additions to the Pricing Sheet may result in rejection of the bid response.

See attached Excel sheet and Estimated Quantities

Company Name:	
Authorized Officer's Name and Title:	
Signature:	Date:

EXHIBIT B



Kathy Hochul, Governor

Roberta Reardon, Commissioner

NYS Court of Claims

Jill Remedés, Senior Court Analyst
PO Box 7344
Capitol Station
Albany NY 12224

Schedule Year 2025 through 2026
Date Requested 08/01/2025
PRC# 2025900914

Location NYC
Project ID#
Occupation Type(s) Janitor, Porter, Cleaner

PREVAILING WAGE SCHEDULE FOR ARTICLE 9 PUBLIC WORK PROJECT

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

The Schedule is effective from July 2025 through June 2026. All updates or corrections, are posted on the 1st business day of each month. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website, www.labor.ny.gov. Future copies of the annual determination are also available on the Department's website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

NYS Court of Claims
Jill Remedés, Senior Court Analyst
PO Box 7344
Capitol Station
Albany NY 12224

Schedule Year 2025 through 2026
Date Requested 08/01/2025
PRC# 2025900914

Location NYC
Project ID#
Occupation Type(s) Janitor, Porter, Cleaner

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:	____ / ____ / ____	_____	

Introduction to the Prevailing Rate Schedule

Introduction

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

Requesting a Wage Schedule

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

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

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

Hours

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

Wages and Supplements

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

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

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

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

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

Paid Prenatal Leave

Every employer shall be required to provide to its employees twenty hours of paid prenatal personal leave during any fifty-two week calendar period. Paid prenatal personal leave shall mean leave taken for the health care services received by an employee during their pregnancy or related to such pregnancy, including physical examinations, medical procedures, monitoring and testing, and discussions with a healthcare provider related to the pregnancy. Paid prenatal personal leave may be taken in hourly increments. Benefits for paid prenatal personal leave shall be paid in hourly installments. Employees shall receive compensation at the employee's regular rate of pay, or the applicable minimum wage established by the labor law, whichever is greater, for the use of Paid Prenatal leave.

Payrolls and Payroll Records

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

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

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

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

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

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

New York County Article 9

Janitor, Porter, Cleaner

10/01/2025

JOB DESCRIPTION Janitor, Porter, Cleaner

DISTRICT 10

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Office Building Class "A" Janitor, Cleaner/Porter, Elevator Operator(Over 280,000 square feet gross area)

Office Building Class "B" Janitor, Cleaner/Porter, Elevator Operator (Over 120,000 and less than 280,000 square feet gross area)

Office Building Class "C" Janitor Cleaner/Porter, Elevator Operator (Less than 120,000 square feet gross area)

Wage Rate per Hour:

	07/01/2025	01/01/2026	01/01/2027
Class A	\$ 30.97	\$ 32.05	\$ 33.20
Class B	30.94	32.02	33.17
Class C	30.90	31.97	33.12

NEW HIRE:

Shall be paid seventy-five percent (75%) of hourly rate for twenty-one months (21) of employment. Shall be paid eighty-five percent (85%) of hourly rate for twenty-second month (22) through forty-second (42nd) month. Shall be paid full rate thereafter.

VACATION RELIEF EMPLOYEE: Employees hired to replace vacationing employees only, may be paid 60% of wage and no benefits for up to 5 months.

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

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

Employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

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

This is an additional required amount.

All supplements start after 3 months and are on all hours paid up to 40 hours per week.

Rate per hour:

	07/01/2025	01/01/2026	01/01/2027
Employees regularly scheduled 2 or more days a week:	\$ 12.01	\$ 12.25	\$ 12.55
Employees regularly scheduled more than 20 hours a week:	15.80	16.14	16.54

New hires regularly scheduled more than 20 hours a week

After 3rd month-12th month:	12.01	12.25	12.55
After 12th month-24th month:	15.48	15.82	16.22

Vacation

Less than 6 months of work... no vacation
 6 months of work.....three days
 1 year of work.....ten days
 5 years of work.....fifteen days
 15 years of work.....twenty days
 21 years of work.....twenty-one days
 22 years of work.....twenty-two days
 23 years of work.....twenty-three days
 24 years of work.....twenty-four days
 25 years or more twenty-five days

Plus two Personal Days per year.

Plus 10 Sick Days per year after one full year with employer based on a 40 hour work week.

Payout of unused sick days are due 1/31 every year.

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

If, pursuant to U.S. Centers for Disease Control and Prevention, NYS Department of Health, and/or NYC Department of Health and Mental Hygiene guidelines, an Employer directs an employee or employees to self-quarantine or self-isolate because of a worksite exposure to COVID-19, such employee will be paid two (2) weeks of paid leave without reduction of any such affected employees existing paid leave entitlements.

OVERTIME PAY

See (B, B3, F) on OVERTIME PAGE

Holidays are paid days off and are additional to above amounts.

HOLIDAY

Paid: See (5, 6, 8, 11, 16, 25) on HOLIDAY PAGE

Any regular full-time employee, whose regular day off falls on a holiday, shall receive an additional day's pay or, at the employer's option, a paid workday off within ten (10) days of the holiday.

10-32 BJ

Overtime Codes

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

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

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (B3) Time and one half of the hourly rate after 40 straight 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) Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays

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

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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

(29) Juneteenth

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

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

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

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

This Form Must Be Typed

Submitted By:

(Check Only One)

Contracting Agency

Architect or Engineering Firm

Public Work District Office

Date:

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

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

Telephone

Fax

E-Mail:

2. NY State Units (see Item 5).

01 DOT

02 OGS

03 Dormitory Authority

04 State University
Construction Fund

05 Mental Hygiene
Facilities Corp.

06 OTHER N.Y. STATE UNIT

07 City

08 Local School District

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

10 Village

11 Town

12 County

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

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

Telephone

Fax

E-Mail:

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

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

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

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

1. New Building
2. Addition to Existing Structure
3. Heavy and Highway Construction (New and Repair)
4. New Sewer or Waterline
5. Other New Construction (Explain)
6. Other Reconstruction, Maintenance, Repair or Alteration
7. Demolition
8. Building Service Contract

8. OCCUPATION FOR PROJECT :

Construction (Building, Heavy
Highway/Sewer/Water)

Tunnel

Residential

Landscape Maintenance

Elevator maintenance

Exterminators, Fumigators

Fire Safety Director, NYC Only

Fuel Delivery

Guards, Watchmen

Janitors, Porters, Cleaners,
Elevator Operators

Moving furniture and
equipment

Trash and refuse removal

Window cleaners

Other (Describe)

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

10. Name and Title of Requester

Signature



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

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

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

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

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

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

For inquiries please call 518-457-5589.

Article 9

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		ADESUWA UWUIGBE		320 THROOP AVENUE APT #3BROOKLYN NY 11206	02/16/2024	02/16/2029
DOL	DOL		CHARLES AIBANGBEE		320 THROOP AVE APT #3BROOKLYN NY 11206	02/16/2024	02/16/2029
DOL	NYC	*****5732	COMMERCIAL BUILDING MAINTENANCE CORPORATION		65 BILTMORE DR MASTIC BEACH NY 11951	03/14/2022	03/14/2027
DOL	NYC		DAVID PARSONS		200 OAK DR SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL	*****8011	EOCA CLEANING CONTRACTORS INC		320 THROOP AVENUE APT# 3BROOKLYN NY 11206	02/16/2024	02/16/2029
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	05/17/2021	05/17/2026
DOL	DOL	*****9060	PEC GROUP OF N.Y., INC.		935 S LAKE BLVD SUITE 7MAHOPAC NY 10541	05/17/2021	05/17/2026
DOL	DOL	*****9060	PEC GROUP OF N.Y., INC.		935 S LAKE BLVD SUITE 7MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		RUSSELL NEEDHAM		532 NEPTUNE AVENUE BROOKLYN NY 11224	01/12/2022	01/12/2027
DOL	DOL	*****7007	SHOREFRONT MENTAL HEALTH BOARD	BROOKLYN BRIGHT	532 NEPTUNE AVENUE BROOKLYN NY 11224	01/12/2022	01/12/2027