



112 College Road
Loch Sheldrake, NY 12759

October 23, 2013

Dear Prospective Bidder:

Sullivan County Community College cordially invites you to respond to the enclosed request for bids to provide SECURITY GUARD SERVICES PRC # 2016900964 for a one to three year period, beginning January 1, 2017 and extending up to December 31, 2019. All bids will be due on or before Friday, October 21, 2016 at 3:00 p.m. in the conference room, building H, room 048.

Questions regarding this request for bids may be directed to Stephen Samuel, at 845-434-5750, extension 4267. Please note that all rules and regulations regarding our prevailing wage schedule PRC # 2016900964 must be adhered to. A copy of this schedule is included in your bid packet.

Specific questions regarding the facilities and/or appointments for campus tours may be directed to Mr. Matthew Laspisa, Assistant Director of Campus Safety and Security at 845-434-5750, extension 4481. No bid will be accepted from any party that does not attend the pre-bid conferences held at the facilities on September 23, 2016. Further information regarding these conferences can be found within the bid documents.

Thank you.

Very truly yours,

Stephen Samuel

Stephen Samuel
Technical Assistant I/Purchasing Services

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Encs.

LEGAL NOTICE

SULLIVAN COUNTY COMMUNITY COLLEGE

Sealed bids for the following will be received by the Associate Vice President for Planning, Human Resources, and Facilities at the Purchasing Services Office of Sullivan County Community College, 112 College Road, Loch Sheldrake, NY 12759 (845) 434-5750, extension 4267 until 3:00 p.m., Friday, October 21, 2016.

BID: SECURITY GUARD SERVICES PRC # 2016900964

A mandatory pre-bid conference and walk through will be held at 10:00 am on Friday, September 23, 2016. Information regarding these BIDS may be obtained from the Purchasing Services Office at the above address or online at <http://www.sunysullivan.edu/purchasing/>. All bids are subject to terms and conditions therein set forth.

Stephen M. Mitchell, PhD
Associate Vice President for Planning,
Human Resources and Facilities

SULLIVAN COUNTY
COMMUNITY COLLEGE
112 COLLEGE ROAD
LOCH SHELDRAKE
NEW YORK, 12759

BID:

SECURITY GUARD SERVICES PRC #2016900964

BID SPECIFICATION:

TO PROVIDE SECURITY GUARD SERVICES AT SULLIVAN COUNTY COMMUNITY COLLEGE AS PER THE ATTACHED SPECIFICATIONS

PUBLISHED IN THE FOLLOWING NEWSPAPERS ON THE DATE INDICATED:

THE TIMES HERALD RECORD, ONE TIME ONLY, WEDNESDAY, AUGUST 31, 2016

THE SULLIVAN COUNTY DEMOCRAT, ONE TIME ONLY, TUESDAY, AUGUST 30, 2016

BID OPENING SET FOR FRIDAY AT 3:00 P.M. ON OCTOBER 21, 2016 IN THE CONFERENCE ROOM (BUILDING H, ROOM 048), FOR THE ASSOCIATE VICE PRESIDENT FOR PLANNING, HUMAN RESOURCES AND FACILITIES.

SPECIFICATIONS FOR
SECURITY GUARD SERVICES PRC #2016900964
AT
SULLIVAN COUNTY COMMUNITY COLLEGE
112 COLLEGE ROAD
LOCH SHELDRAKE, NEW YORK 12759

October 21, 2016
Contractual as of January 1, 2017

SECTION I

INFORMATION REGARDING THIS REQUEST FOR BIDS

Sullivan County Community College located at 112 College Rd. Loch Sheldrake, New York 12759 (Herein called OWNER), invite sealed bids for Security Guard Services as specified hereinafter in Section I to X.

1. Pursuant to the provisions of Law, sealed bids for Security Guard Services will be received by the Office of the Associate Vice President for Planning, Human Resources and Facilities of Sullivan County Community College, 112 College Rd., Loch Sheldrake, New York 12759, until 3 p.m. on Friday, OCTOBER 21, 2016 at which time they will be publicly opened.
2. All bids must be enclosed in the pre-addressed envelope provided which must be sealed. All bids must be submitted in accordance with this complete document, Sections I to X.
3. All prices shall hold firm until December 31, 2019, during which time the bid may not be withdrawn. The successful CONTRACTOR, upon award, will be required to enter into a written contract to comply with all of the specifications and conditions herein.
4. The OWNER is exempt from the payment of all FEDERAL EXCISE and MANUFACTURING TAXES and STATE TAXES. Prices quoted shall reflect the understanding of a tax exempt basis.
5. The OWNER, will, upon written request received at least seven (7) days prior to date and time fixed for opening of bids, issue addenda interpreting specifications or other contract documents. Such addenda as issued will be mailed to all persons to whom have been issued bid documents, such mailing to be no less than five (5) days prior to date fixed for the opening of bids, and all such addenda shall be considered as part of the contract documents.
6. Bids, contracts, and bonds submitted by corporate CONTRACTORS shall have attached Corporate Resolution in proper form showing the authorization to execute the Bid, Waiver of Immunity, Non-Collusive Affidavit, and the Contractor's Certification of Receiving Schedule.

7. **EXAMINATION OF FACILITIES (Pre-Bid Conference): No bid will be accepted from any party that has not attended one of the OWNERS' Pre-bid Conferences'. There will be one exception, the current provider will be exempt from attending the pre-bid conference as they are already familiar with the facilities.** One Pre-bid Conference will be conducted at the OWNERS' facilities on Friday, September 23, 2016 at 10:00 a.m. CONTRACTORS should register for the Pre-bid conference by contacting: Matthew Laspisa at Sullivan County Community College, Loch Sheldrake, New York 12759, telephone (845) 434-5750, ext. 4481.
8. REFERENCES. In determining the qualifications of a CONTRACTOR, the OWNERS' Bid Committee will consider the record in the performance of any contracts in which the CONTRACTOR may have entered with other public bodies, and reserves the right to reject the bid if the record discloses that, in the opinion of said Bid Committee, there has not been proper performance of such contract pursuant to specifications and/or contracts. The Bid Committee may make such investigation as they deem necessary to determine the ability to perform the terms of the specifications and contract, and the CONTRACTOR shall furnish the Bid Committee such information for this purpose. A list of suitable references must be included in your bid packet. Any bid that does not meet with this requirement will be rejected.
9. The Associate Vice President for Planning, Human Resources and Facilities, for and in behalf of Sullivan County Community College, reserves the right to waive any informality, to reject any or all bids, or to accept any bid or bids which they deem in the best interest of Sullivan County Community College.

SECTION II

GENERAL CONDITIONS OF THE CONTRACT

1. **CONTRACT DOCUMENTS:** The Contract Documents consist of Sections I through X of these specifications.
2. **THE CONTRACT:** The Contract Documents forms the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral.

By executing the Contract, the CONTRACTOR represents that he has visited and familiarized himself with the local conditions under which the work is to be performed, and correlated his observations with the requirements of the Contract Documents.

3. **DEFINITIONS AND RESPONSIBILITIES:**

- A. The OWNER is the person or organization identified as such in the agreement and refers to Sullivan County Community College. The term OWNER means the OWNER and its authorized representatives including but not limited to the Bid Committee.

- **PLEASE NOTE:** This contract will be exclusive to the OWNER and refers only to Sullivan County Community College. There will not be any allowance for any outside contract to result from this Bid. This Bid will not be open for use by any other entity including the Lazarus Levine Residence Hall and the Sullivan County Community College Dormitory Corporation. The residence hall and the Dormitory Corporation are to be considered outside and separate entities from the College. All outside entities are responsible for executing their own separate contract with the CONTRACTOR.

All instructions to the CONTRACTOR shall be issued through the OWNER.

- B. The CONTRACTOR is the person or organization identified as such in the agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term CONTRACTOR means the CONTRACTOR or his authorized representative.

The CONTRACTOR shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all methods, techniques, sequences, and procedures and for coordinating all portions of the work under the contract.

The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the CONTRACTOR observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the OWNER in writing, and any necessary changes shall be adjusted by appropriate modification.

If the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, he shall assume full responsibilities therefore, and shall bear all costs attributable thereto.

4. **HOLD-HARMLESS:** The CONTRACTOR agrees to indemnify and hold harmless the County of Sullivan, the State of New York, and Sullivan County Community College against loss or expense by reason of any liability imposed by the Contract upon the OWNER or CONTRACTOR or both, for damages because of bodily injuries, including death at any time resulting there from, sustained by any person or persons or on account of damage to property arising out of the performance of the contract, where such injuries to persons or damage to property are due to any negligence of one or more of the following:

Sullivan County Community College, the County of Sullivan, the State of New York, the CONTRACTOR, any employee or agent of any of the foregoing and any other person.

The above shall include bodily injury and death of any employee of the CONTRACTOR on the job site whether or not caused or brought about by the CONTRACTOR.

The CONTRACTOR agrees to indemnify and hold harmless the OWNER, the County of Sullivan, the State of New York, and his agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense:

- A. Is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss or use resulting there from, and
- B. Is caused in whole or in part of any negligent act or omission of the CONTRACTOR; anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims the OWNER, or any of his agents or employees, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Section II, Paragraph 04 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR, or any SUB-CONTRACTOR, under Workmen's Compensation Act, disability benefit acts or other employee benefit acts.

- 5. CONTRACTOR will be required to maintain insurance to protect the CONTRACTOR and the OWNER from any claim for damages, which may arise from the operations of the CONTRACTOR under the contract, whether such operation is by the CONTRACTOR or anyone directly employed, by the CONTRACTOR. Such insurance is to be as follows:

Insurance Requirements

Worker's Compensation	Statutory Limit
General Liability	\$1,000,000 Each Occurrence
Automobile Liability	\$1,000,000 Each Occurrence
Product Liability	\$1,000,000 Each Occurrence
Umbrella	\$10,000,000

CONTRACTOR will furnish the OWNERS with a certificate of insurance evidencing such coverage. Sullivan County Community College, the County of Sullivan and the State of New York shall be named as an additional insured under the CONTRACTOR'S General Liability, Automobile, Product, and Umbrella policies. CONTRACTOR and OWNERS shall notify the other party in writing immediately upon discovery of any claim or possible claim relating to the aforementioned insurance and indemnification provisions.

Each party has the obligation and responsibility to adequately insure its real and/or personal property against loss or damage caused by fire and extended coverage perils. The parties waive all rights to recovery against each other, including subrogation rights.

In the event the CONTRACTOR shall fail to maintain and keep in force Worker's Compensation, General Liability, Automobile, Product, and Umbrella coverage insurance, the OWNERS shall have the right to cancel and terminate the agreement immediately and without notice.

An endorsement to the Insurance, of the CONTRACTOR, acceptable to the OWNER, shall be filed with the OWNER, for the OWNER'S approval prior to the commencement of work. The Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least fifteen (15) days prior written notice has been given to the OWNER.

6. WAIVER OF IMMUNITY: The CONTRACTOR hereby agrees to the provision of Sections 103-A and 103-B of the General Municipal Law of the State of New York, which provide as follows:

103-A Grounds for cancellation of contract by municipal corporations and fire districts. A clause shall be inserted in all specifications or contracts made or awarded by a municipal corporation of any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or by a fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, for work or services performed or to be performed, or goods sold or to be sold to provide that upon the refusal of a person, when called before a grand jury, head of a State Department, temporary State Commission or other agency, the organized crime task force in the department of Law, head of a city department, or other city agency which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency, or official of the State or of any political subdivision thereof or of a public authority to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

A. Such person, any firm, partnership or corporation of which he is a member, partner, director, or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering any contracts with municipal corporation or fire district or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal, and to provide also that:

B. Any and all contracts made with any municipal corporation or any public department, agency, or official thereof on or after the first day of July, nineteen hundred fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty by such person and by any firm, partnership, or corporation of which he is a member, partner director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

103-B Disqualification to contract with municipal corporations and fire districts. Any person, who, when called before a grand jury, head of State department, temporary State commission or other State agency, the organized crime task force in the department of Law, head of a city department or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof a public authority, or with a public department, agency or official of the State or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity against, subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or with any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal or until a disqualification shall be removed pursuant to the provisions of section one hundred three-C of this article.

7. **NON-COLLUSIVE BIDDER CERTIFICATION:** The attention of the CONTRACTOR is called to section 103-D of the General Municipal Law of the State of New York which reads as follows:
 - A. Every bid or proposal hereinafter 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 to be performed shall complete the Non-Collusive Bidding Certificate, Section VIII of the specifications.

8. **LABOR LAW:** The CONTRACTOR shall conform to all applicable requirements of the State Labor Law, including the following:
 - A. That in the hiring of employees for the performance of work under this contract or any sub-contract hereunder, no CONTRACTOR, SUB-CONTRACTOR, shall by reason of race, creed, color 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:
 - B. That no CONTRACTOR, SUB-CONTRACTOR, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, or national origin;

- C. That there may be deducted from the amount payable to the CONTRACTOR by the OWNER under this contract a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the terms or conditions of this section of the contract.
 - D. That this contract may be canceled or terminated by the OWNER, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.
 - E. A provision that preference in employment shall be given to citizens of the State of New York who have been residents for at least twelve (12) consecutive months immediately prior to commencement of their employment; that persons other than citizens are not available; and that if the requirements of Sections 222 concerning preference in employment to citizens of the State of New York are not complied with, the contract shall be void.
9. FEES, PERMITS: The CONTRACTOR shall obtain and pay for all fees and permits required in the execution of his work or required for regulating authority approvals.
10. ASSIGNABILITY OF CONTRACT: The CONTRACTOR is prohibited from assigning, transferring, conveying, sub-letting or disposing of this contract, or any part thereof, or any payment to become due there-under, or of his right, title or interest therein, or his power to execute such contract to any other person or corporation without the previous consent in writing of the Associate Vice President for Planning, Human Resources and Facilities of Sullivan County Community College.
11. DURATION OF THE CONTRACT: The OWNER reserves the right to award the contract for a period of years and the successful CONTRACTOR will be chosen as set forth in Paragraph 12 which follows:
12. SELECTION OF CONTRACTORS: Only those CONTRACTORS who meet all the qualifications set forth in the Bid Documents and the specifications will be considered. If the OWNER elects, the CONTRACTOR with the best value will be awarded the contract for a period of three (3) years.

NOTE: ANY CONTRACTOR WITH WHOM SULLIVAN COUNTY COMMUNITY COLLEGE AND SULLIVAN COUNTY COMMUNITY COLLEGE DORMITORY CORPORATION TERMINATED A CONTRACT WITH SIXTY (60) DAY NOTICE OR LESS IN 2007 WILL NOT BE CONSIDERED A QUALIFIED BIDDER FOR A NEW CONTRACT; NO BID WILL BE ACCEPTED UNDER THIS CONDITION.

13. **TERMINATION OF CONTRACT:** The resulting security services contract may be terminated during the period covered, by either party, provided sixty (60) days notice in writing (delivered by registered mail) is given to the other party. However, the OWNER reserves the right to terminate the contract on three (3) days written notice if the terms of this contract are not adhered to their fullest extent.
14. **PAYMENTS:** Payments to the CONTRACTOR for services rendered shall be made monthly upon presentation of invoice; appropriate OWNER approved time and pay records, etc.; and properly executed Sullivan County Community College claim form to be approved for payment by appropriate OWNER officials. A direct contact person for billing questions shall be named in each and every bid packet to the OWNER with complete contact information. Total hours worked multiplied by the hourly rate will determine the amount of payment to be made. Overtime work may be needed to be performed under this contract if the CONTRACTOR is not properly staffed. Any premium costs paid by the CONTRACTOR for such work shall not constitute an extra cost to the OWNER.
THE OWNER PAYS STRAIGHT TIME ONLY FOR ALL HOURS WORKED UNDER THIS CONTRACT.
15. **(PEVAILING WAGE) HOURLY RATE:** CONTRACTOR shall provide a compensation package to all Security personnel with a minimum cost based on the current prevailing wage as per our PRC# 2016900964. A new prevailing wage contract will be issued each year of this contract and the CONTRACTOR will be notified. The OWNER reserves the right to request the CONTRACTOR to provide all the necessary certified payroll records to demonstrate the validity of the prevailing wage. Compensation included within the minimum cost per hour shall include salary and/or benefits provided to the employee. It shall not include mandatory employer contributions such as FICA and unemployment taxes.
 - A. This will be a fixed price contract based on total cost and hourly wage. The total cost and hourly rate will not be adjusted to reflect increases by the CONTRACTOR in wages and fringe benefits due to increases in the prevailing wage rate over the lifetime of this contact.
 - B. It will be the responsibility and duties of the CONTRACTOR to formulate their bid prices to accommodate for rising prevailing wage increases. This contract will not be opened for negotiation based upon prevailing wage increases.
16. CONTRACTOR may negotiate a separate agreement with the supervisory personnel, which exceeds the minimum compensation package stated in 15.

17. CONTRACTOR'S employee polices will meet all Federal and State applicable laws and requirements, including the Federal Fair Labor Standards Act, OSHA, and EEOC guidelines as well as IRS regulations.
18. CONTRACTOR must have sufficient personnel to ensure prompt service and must have as adequately trained relief personnel to substitute for absent regular employees. The CONTRACTOR shall not increase or decrease the staff initially proposed to the RFP without the OWNERS' prior approval.
19. The OWNERS reserve the right to require removal of any personnel deemed unacceptable to the OWNERS. The CONTRACTOR agrees not to employ, on the College premises, any persons using or under the influence of drugs and/or alcohol, while on the OWNERS' premises. The CONTRACTOR agrees not to employ any persons unfit or unskilled to perform the work assigned to that person.
20. CONTRACTOR shall be responsible for Contractor's own labor relations.
21. CONTRACTOR will provide continuing and regular training to its employees as required by law and the OWNER.
22. CONTRACTOR shall maintain twenty four-hour availability of a responsible employee with decision-making authority to be conducted in case of an emergency. The CONTRACTOR agrees to maintain a schedule with the name and contact number of such employee and a substitute, with the OWNERS.
23. CONTRACTOR shall notify the OWNERS of the CONTRACTOR'S organizational line of authority for management personnel from the local level to the highest corporate level including names and telephone numbers. The OWNERS shall be informed of any subsequent changes in the CONTRACTOR'S organization.
24. CHANGES IN THE WORK: The OWNER, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions, or other revisions, the contract sum being adjusted accordingly. All such changes in the work shall be authorized by change order, and shall be executed under the applicable conditions of the contract documents.
25. TELEPHONE: The OWNER will provide telephone service for local business related calls only. All other calls, regardless of location, will be charged to the CONTRACTOR.
26. CONTRACTOR'S RESPONSIBILITIES:
 - A. The CONTRACTOR will furnish a complete list of all full-time and part-time employees to be used in the performance of this contract, rates of pay and pay schedules.

- B. CONTRACTOR must provide legal documentation that any employee is registered with New York State that the employee successfully completed any training required by the NYS Security Guard Act of 1992.
- C. All employees shall be uniformly dressed and well groomed (no earrings to be worn by male guards.) They shall maintain a neat and clean appearance of dress and body. Dress shall be blue or black dress blazers, white shirt, blue or red tie, black or gray slacks, black shoes, and clearly show the name of the CONTRACTOR. Photo I.D. name tags shall be permanently affixed to the right front of the blazer or jacket. An identification photo of each employee must be filed with the OWNER. No CONTRACTOR employee shall commence working at the OWNER until he/she is provided with the above-described uniform and nametag. Even in foul weather gear, said personnel shall be easily identifiable. Badges and uniform shall be approved by the OWNER. The CONTRACTOR is to provide all gear, clothing, personal equipment, hand lanterns, etc. to be used by the security personnel while on duty.
- D. The OWNER reserves the right to interview and screen all CONTRACTOR personnel employed on OWNER premises and to examine all personnel records of such employees. No employee of the CONTRACTOR is to be permitted to commence working until his application has been approved by the OWNER. The OWNER further reserves the right to reject any personnel who do not meet OWNER standards before or after the service has been established. The OWNER further reserves the right to make recommendations for possible employment of past security officers.
- E. The CONTRACTOR will make every effort to employ residents of Sullivan County.
- F. In order to provide continuity of trained and informed service, the personnel assigned are to be, as far as possible, the same individual throughout the period of this contract.

- G. The person filling the OWNER'S position of Director of Security, Safety shall serve as the OWNER'S official representative for the administration of this contract. The guard who works the 4 P.M. to 12 A.M. shift on Monday through Friday, shall provide personal supervision of the CONTRACTOR'S employees and act as liaison with OWNER'S representative. The guard in this position must have adequate administrative experience as may be necessary to keep and maintain all records and shall perform all security assignments as may be requested by the OWNER. The OWNER shall interview and accept or reject any applicant for this position.
- H. The CONTRACTOR shall maintain and submit to the OWNER ample and accurate records indicating the time worked each week for each CONTRACTOR employee. Time keeping methods used by the CONTRACTOR are subject to approval of the OWNER. An electronic log book will be maintained reflecting an accurate record of all security CONTRACTOR activity each day.
27. EMPLOYEE STANDARDS: The CONTRACTOR shall maintain the following minimum standards for all guards assigned to the contract premises. In fulfilling your obligations under this clause, guards will comply fully with all laws relating to the making of investigative reports and disclosure of information contained therein:
- A. Record of basic training as required by the NYS Security Guard Act of 1992
 - B. Minimum six months in a position requiring low supervision and independent thinking verifiable by references. In addition, a minimum of six months experience as a NYS Department of State registered security guard. No exceptions will be allowed by the OWNER in this area.
 - C. Minimum of 21 years of age due to fact they will be dealing with college age students.
 - C. Must be of good moral character, neat in appearance.
 - D. Must be a high school graduate or possess a General Equivalency Diploma.
 - E. Must be able to speak, read and write the English language to communicate with visitors and prepare incident reports. All guards should have advanced computer skills and the ability to use incident reporting software such as Report Exec.
 - F. Must be in good physical condition with a current record (within one year) of a medical exam certifying good health and fitness. This record should include a drug screen test performed by a licensed testing laboratory. In addition, random drug testing must be completed within a twelve month period of initial testing and annual testing thereafter.

- G. Must have a personnel folder on file with user agency containing the following:
 - 1. Name, address and phone contact
 - 2. Date of birth
 - 3. Social Security number
 - 4. Photograph (from photo ID card)
 - 5. Copies of NYS Division of Licensing Application Form 307, birth certificate, Alien Registration Form 19 and high school diploma or GED
 - 6. NYS fingerprint card
 - 7. Medical exam certificate
 - 8. Updated drug testing results
 - 9. Copy of I-9 Employment Eligibility Form
 - 10. Background Investigation
 - 11. Current record of CPR/AED basic first-aid
- H. A valid current New York State operator's driving license
- I. CPR and AED basic first-aid certification

28. ORGANIZATION AND OPERATING PLANS: Each CONTRACTOR must submit an organization and operating plan conforming to the following outline

A. ORGANIZATION

- 1. State all line of authority for the proposed organization, including the authority of the proposed on-site local Project Supervisor, his relationship to the "Home Office" and his authority to direct work.
- 2. State relations with the OWNER at the contract site including proposed method of achieving coordination of effort assuming that the OWNER shall provide on-site training to all guards.

B. OPERATION

- 1. Bidders must submit an operation plan for the proposed contract services. Your operating plan should discuss in detail your exact approach to performing the work requirements of the proposed contract.
 - a. CONTRACTOR will be required to have a site supervisor visit with the Director and or Assistant Director of Security bi-weekly to ensure quality of service is being maintained.

2. Include in your operational plan a narrative description of the following managerial, administrative or procedural factors:

- a. Daily assignment of work.
- b. Scheduling assignment and production control methods.
- c. Explain your staffing concepts that permit flexibility to meet shifting or peak workloads and emergencies.
- d. Discuss plans for use of second and third shift operations.
- e. Quality control responsibility and detailed inspection procedures.
- f. Training plans for all personnel.
- g. Status reporting - CONTRACTOR management to OWNER.
- h. Process of recruitment and selection of security officers.
- i. Methods and initiatives designed to promote employee retention.
- j. Detail all benefits offered to your employees.
- k. Outline specific or recognition programs for employees.

C. Transition Plan: A separate transition plan is to be submitted which describes in detail your plan for effectively making a smooth work start-up, including such items as recruitment, identification and clearance of personnel, training, orientation arrangement for receipt of material and equipment. The phase-in operation must be scheduled within ten (10) working days prior to the start of the contract. It is mandatory that a transitional plan be included in your bid packet. Within that transitional plan please include a detailed explanation of how your company will begin to cover the work load beginning January 1, 2017. Please include scheduling samples and all minor details.

29. PENALTY CLAUSE: Upon the occurrence of any of the acts or omissions listed below, there shall be an equitable downward adjustment of CONTRACTOR'S charges to fairly reflect the reduced value of CONTRACTOR'S services. This adjustment shall be determined by mutual agreement of the parties. Pending agreement on the amount of such downward adjustment, the OWNER may deduct from CONTRACTOR'S billing the sum of two hundred dollars (\$200) for each occurrence per day per incident. If CONTRACTOR and the OWNER fail to agree within two (2) months after deduction, the amount actually deducted by the OWNER shall provide CONTRACTOR with written

notice of its intention to make such deduction. Continued occurrences of any of the acts or omissions listed below may result in termination of the contract in accordance with General Conditions, Section II, Item 13.

This section shall apply to the following:

- A. Failure to provide the number of guards required for each post and each shift as specified in the Contract.
- B. Allowing a guard to work in excess of 12 hours per 24 hour period or for sixty hours per week without written waiver from the OWNER.
- C. Failure to provide each guard with a minimum of 24 consecutive hours off each week.
- D. Failure to maintain complete records of all hours of each guard assigned to the OWNER premises engaged in work for which payment is computed on the basis of actual hours worked.
- E. Not paying each guard, on a regular scheduled pay date the minimum amount specified in CONTRACTOR'S quotation.
- F. Failure to produce all documentation for each guard prior to assignment.
- G. Failure to assign a correctly dressed guard.
- H. Failure to replace any guard within eight (8) hours upon request.
- I. Failure to provide the training specified under the heading "Training Plan" (Section III) in this contract to guards before assignment to premises.
- J. Failure to furnish all equipment and material necessary for the performance of services included in the contract.
- K. The cost of replacing College property lost by an employee of the contractor shall be borne by the CONTRACTOR.

SECTION III

TRAINING PLAN

1. All new employees will be required to participate in the OWNER Security Training Plan, usually during the first week of employment. This training will consist of a minimum of sixteen hours, to be conducted initially by the on-site supervisor during the first day of employment and, will be followed by a second round of instruction to be given by a qualified OWNER staff member.

Areas of training include, but are not limited to:

- I. Orientation
 - A. Personal Conduct/Standards
 1. Responsibility
 2. Attitude
 3. Habits
 4. Discipline
 5. Appearance
 6. Uniform and Equipment
 7. Cleanliness of Post
 8. Public Relations
- II. Duties
 - A. General - Patrol, Control, Prevention
 - B. Knowledge and Performance
 1. Guard Procedures
 2. Instructions (handbook)
 3. Special Orders
 4. Physical Layout (plan tour)
 - a. Location of watch stations
 - b. Location of departments, key personnel
 - c. Location of telephones
 - d. Location of fire alarm switches
 - e. Location of exits
 - f. Location of fire equipment

- g. Location of emergency (power) switches
- h. Use of radio/telephone, including off hours procedures

III. Reports and Records

- A. Report writing (who, what, when, where, why, and how)
- B. Incidents requiring reports
- D. Log books and control registers
- E. Software training – Report Exec as well as others.

IV. Bomb Procedures

- A. Definitions
- B. Bomb reporting procedures
- C. Statements

V. Fire Fighting/Prevention

- A. Procedural
- B. Prevention
- C. Causes of Fire
- D. Combustible Materials
- E. Fire Control (Demonstration by Fire Department When Available)

VI. First Aid

- A. Must Have Training in Basic First Aid, CPR and AED

VII. Personal Defense

VIII. Disciplinary Actions

- A. Grounds for Dismissal
- B. Hearing/Appeal

IX. Miscellaneous

- A. Publicity
- B. Classified Material
- F. Lost/Found
- G. Civil Defense (General)

- X. It is considered mandatory for first aid, CPR, AED, and fire prevention training to be current.

- XI. Other training as may be requested by the OWNER.

SECTION IV

1. General: Service shall be furnished for a period of three (3) years as selected by the OWNER, with the following schedule applicable to each year of the contract:

SCHEDULES

- A. The following schedule demonstrates the number of guards expected on each shift and hours required on the campus, not including special hours, beginning with Fall semester and ending with the last day of the Spring semester, with actual dates determined by the OWNER'S calendar, only when classes are scheduled,:

Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	# of guards	# of guards	# of guards	# of guards	# of guards	# of guards	# of guards
8AM – 4PM	0	0	0	0	0	1	1
4PM – 12PM	1	1	1	1	1	1	1
12PM – 8AM	1	1	1	1	1	1	1
6PM – 10PM	1	1	1	1	0	0	0
Total Shifts	3	3	3	3	2	3	3

All other shifts, except when requested by OWNER, one guard each shift.
 Special events will require additional hours as necessary – 200 hours estimated.
 Approximate total of on-campus hours is expected to be 7488 hours.

2. Bid Inclusions: The price for each year shall be all inclusive to reflect overtime pay; all personnel wages including the supervisor, wage differentials, overhead and profit, insurance, fringes, all applicable taxes and any miscellaneous costs that may be incurred by the CONTRACTOR. All prices must reflect a straight cost for an hourly wage.
3. Added or Deleted Service: It is also possible that during the term of this contract, the OWNER may desire to change the regularly scheduled shifts by adding or deleting from the hours set forth in Item 01-A above. Payment or credit for such added or deleted service will be calculated by use of the hourly rate as defined in Paragraph 15, Section II of these specifications.
4. It shall be the responsibility of the CONTRACTOR to insure extra service for special events when needed. Payment for added security will be calculated by use of the hourly rate as defined in Paragraph 15, Section II of these specifications.

SECTION V

Areas of Responsibility for Campus Security

1. Protect buildings, grounds, all interior facilities and exterior facilities and all occupants against:
 - fire
 - vandalism
 - theft
 - loitering
 - trespass
 - burglaries/unlawful entry
 - bodily harm
 - building system malfunctions/deficiencies (water leaks, open windows, open doors, light out, etc.)
2. Other duties, as prescribed, including:
 - Maintain a professional presence at all times
 - handle inquiries from students, staff and members of the public
 - handle in-coming phone calls when Campus Operator and Residence Facility staff are unavailable
 - security for OWNER events
 - escort duties
 - assist with administration of “no smoking” policy
3. Conduct continuous campus patrols throughout the shift, with a minimum of three complete tours. A last complete tour will be completed by one-half hour before the shift ends.
4. Within one hour of the close of the campus on any day, conduct an internal walking tour of the campus to secure all doors and ascertain that all occupants have left the premises. Determine that there are no obstacles that may hinder a response by a fire, ambulance and/or police agency. Check around the perimeter of each building, make sure doors and windows are locked and have not been tampered with.

5. Call for and assist campus personnel and/or other emergency response agencies (police, fire and ambulance) when necessary.
6. Maintain a record of all activities, investigations and discoveries that occur during a shift in via an electronic data entry.
7. Submit reports as required at the end of each shift.
8. Security personnel will not leave the campus grounds during their assigned tours of duty unless specifically directed to do so. Guards shall not leave their post until properly relieved.
10. Under no circumstance shall guards carry firearms or other weapons at any time while on campus.
11. All OWNER policies, directives, and procedures are to be carried out fully.
12. Any problems with persons regarding security regulations are to be reported in writing to the Office of the Director of Public Safety.
13. Guards are responsible for access cards and/or keys entrusted to them and these keys must be passed on by hand to their relief when going off duty. No access cards or keys are to be duplicated or removed from the OWNER premises.
14. Main security office shall be locked when unattended. No unauthorized person will be permitted in the security office.
15. All security personnel shall be instructed as to whom to call in case of snow, water leaks, power failures or other emergencies
16. All security personnel shall arrive on time and be dressed in the appropriate uniform of the CONTRACTOR. Uniforms shall be clean, pressed, in good condition and not “accessorize”. Security personnel shall maintain a professional appearance and be well groomed.
17. Conduct of security personnel shall include the following:
 - Be alert
 - Present a professional concerned image to the public, students and staff
 - Not read books, magazines, or newspaper will on duty
 - Not have personal visitors while on duty

- Not appear in pairs when two officers are on duty unless situation dictates
- Maintain a high level of visibility at all times as a deterrent
- Not wear head phones while on duty
- Limit telephone calls to business or personal emergencies
- No personal internet usage and adhere to College policy regarding same.
- Not possess or drink alcohol or possess or use illegal substances on duty

- 18 Perform such other duties as may be prescribed by the OWNER.
19. Other performance regulations will be provided in writing to the CONTRACTOR if necessitated by prevailing circumstances.

SECTION VI

STATEMENT OF CONTRACTOR'S QUALIFICATIONS

1. **QUALIFICATIONS:** The following information must be submitted with each bid, in a clear and comprehensive manner. The OWNER reserves the right to reject any bid or to disqualify any bid if the evidence submitted fails to satisfy the OWNER that such bid can carry out the terms of the contract. **The OWNER reserves the right to an on-site CONTRACTOR interview prior to bid award to include verification of all requirements and documentation listed in this RFP.**
 - A. Evidence that the CONTRACTOR has been in the security business under the same firm name for at least two (2) years, or that he has at least five (5) years experience as a supervisor, or equivalent, in the type of work to be performed under this contract.
 - B. Evidence that the CONTRACTOR meets all provisions of the Security Guard Act of the State of New York including being licensed to employ individuals as registered security guards and, documentation of results of the most recent NYS DCJS Security Audit.
 - C. Show proof that this contract will be serviced from an established main office, or established branch office, located not more than 100 miles from the campus and provide complete contact information within your bid packet.
 - D. In the event that the CONTRACTOR is an OWNER/CONTRACTOR, a principal owner of the firm shall work the 4 p.m. to 12 p.m. shift, Monday through Friday, to supervise and manage the operation.
 - E. Financial statement and bank reference. A current comprehensive Dun & Bradstreet Business Information Report prepared on bidder's information. Bidder may also be required to submit the most recent independently audited annual financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP.) Any perspective bidder failing to submit or make available in whole or in part the required statements and or documents attesting to its qualifications may result in a rejection of the bid for that bidder.

- H. Resume of general history, experience, and proof of his ability to maintain a staff or regular employees adequate to insure continuous performance of the work.
- I. A transition plan must be included. Within that transitional plan please include a detailed explanation of how your company will begin to cover the work load beginning January 1, 2017. Please include scheduling samples and all minor details.
- I. Must meet all other requirements of the contract.

SULLIVAN COUNTY COMMUNITY COLLEGE
112 COLLEGE ROAD
LOCH SHELDRAKE, NEW YORK 12759

BID, SPECIFICATIONS AND BID FORM
FOR THE SALE TO THE SULLIVAN COUNTY COMMUNITY COLLEGE

OF

SECURITY GUARD SERVICES PRC #2016900964

1. Pursuant to the provisions of County Law, sealed bids for the sale to the Sullivan County Community College:

WILL BE RECEIVED BY THE Associate Vice President for Planning, Human Resources and Facilities of the Sullivan County Community College, 112 College Road, Loch Sheldrake, New York 12759 until, **3:00 P.M. on FRIDAY, OCTOBER 21, 2016** at which time they will be publicly opened.

1. All bids must be on the official bid form and enclosed in an envelope which must be sealed and addressed as follows:
Office of Purchasing Services
Sullivan County Community College
112 College Road
Loch Sheldrake, New York 12759

BID: SECURITY GUARD SERVICES PRC #2016900964

2. Bids shall hold firm until December 31, 2019, during which time the bidder may not withdraw his bid. The successful bidder, upon award, will be required to enter into a written contract to comply with all of the specifications and conditions herein.
3. The bid price or prices shall include any charges for delivery and installation, if installation is required as set forth in the details in later paragraphs. Delivery and/or installation are to be made as per the attached bid specifications to Sullivan County Community College, 112 College Road, Loch Sheldrake, New York 12759.
4. The Sullivan County Community College, being tax exempt, will furnish the successful bidder with a Tax Exemption Certificate, wherever required.

5. In determining the qualification of a bidder, the Associate Vice President for Planning, Human Resources and Facilities will consider the record in the performance of any contract in which he may have entered with other Public Bodies, and reserves the right to reject the bid of such bidder if the record discloses that such bidder, in the opinion of the said Associate Vice President for Planning, Human Resources and Facilities, has not properly performed such contracts pursuant to specifications and/or contracts. The Associate Vice President for Planning, Human Resources and Facilities may make such investigation as he/she deems necessary to determine the ability of the bidder to perform the terms of the specifications and contract, and the bidder shall furnish the Associate Vice President for Planning, Human Resources and Facilities such information for this purpose as the Associate Vice President for Planning, Human Resources and Facilities may request.
6. Should the bidder find discrepancies or omissions in the specifications, he shall at once notify the Associate Vice President for Planning, Human Resources and Facilities, who will send out written instructions to all bidders. NO oral interpretation of the specifications or other contract documents will be given to any bidder. Every request for such interpretation shall be addressed in writing to the Associate Vice President for Planning, Human Resources and Facilities and to be given consideration, it should be received at least five days prior to the date set for the opening of the bids. All such interpretation and supplemental instructions will be in the form of written addenda to the specifications, and become a part of the contract documents. Failure to receive any such addenda shall not relieve any bidder from any obligation under his bid as submitted.
7. Definition of apparatus, articles or materials by name or such specific description is intended only to convey to the contractor or bidder the understanding of the degree of performance, excellence or quality required. Any article or material which will conform substantially to the standards of excellence established in the specifications and is of equal merit, operation, strength, durability, appearance, and ability to perform the required functions, will be deemed eligible for offer. The Associate Vice President for Planning, Human Resources and Facilities, for and in behalf of the Sullivan County Community College, shall be the sole judge as to determine whether equivalents are equal to the items specifically identified.
8. The bidder agrees to comply with all provisions of the Labor Law applicable to this Contract, and, according to the provisions of the General Municipal Law, may not assign said contract or subcontract without written consent of the Associate Vice President for Planning, Human Resources and Facilities of the Sullivan County Community College.
9. In accordance with the provisions of Section 103-A of the General Municipal Law, the following clause is hereby inserted to provide:

“That upon the refusal of a person, when called before a Grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(A) Such person, and any firm, partnership or corporation of which he is a member, partner, director, or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide that

(B) Any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, be such person, and by any firm, partnership or corporation of which he is a member, partner, director, or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

(C) The bidder states that the bid was arrived at independently and submitted without collusion with any other bidder or vendor; and further, that the contents of the bid have not been communicated to any person, other than an employee of the bidder or its surety when a bond is furnished, and that no attempt has been made to induce another person or bidder to submit or not submit a bid or proposal; and that the statements herein are accurate and true.”

10. If the bidder herein is a corporate bidder, there must be attached hereto a resolution indicating that the submission of this bid was authorized by the corporation.
11. The Associate Vice President for Planning, Human Resources and Facilities, for and in behalf of the Sullivan County Community College, reserves the right to waive all formalities, to reject any or all bids, or to accept any bid or bids which he/she deems for the best interest of the College.
12. Should a bid be awarded, oral acceptance will not be honored. A written notice, such as a purchase order and/or written contract signed by an authorized agent of the College issued within thirty days of the opening will be necessary.
13. The pages following showing detailed specifications and/or requirements together with the bid form are made a part and parcel of the “BID, SPECIFICATIONS, AND BID FOR

SULLIVAN COUNTY COMMUNITY COLLEGE

BID FORM

TO: Dr. Stephen M. Mitchell, Associate Vice President for Planning, Human Resources and Facilities
Bid for Security Guard Services for 2017-2019

Having carefully examined the Information to CONTRACTORS, General Conditions of the Contract, and all other sections of the specifications, and having visited the premises and examined all conditions affecting the work, we have prepared the following bid:

Total service for the period of January 1, 2017 through December 31, 2017, January 1, 2018 through December 31, 2018 and January 1, 2019 through December 31, 2019.
Sullivan County Community College

Total Cost	Hourly Rate
\$ _____ Year 1	\$ _____
\$ _____ Year 2	\$ _____
\$ _____ Year 3	\$ _____

Please remember:

The contract will be awarded for a period of up to three (3) years based on the lowest bid price for the entirety of the contract and the ability to meet all specifications listed in the bid documents for each year. Failure to perform to the OWNER'S satisfaction may result in contract termination during the three (3) year period.

DATE	NAME OF CONTRACTOR (Print or Type)
Signature and Title	
Address	
City, State, Zip	Telephone
Federal ID #	Fax
Email	

SULLIVAN COUNTY COMMUNITY COLLEGE

NON-COLLUSIVE BID CERTIFICATION

By submission of this bid, each CONTRACTOR and each person signing on behalf of any CONTRACTOR certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the propose of restricting competition, as to any matter relating to such prices with any other CONTRACTOR or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the CONTRACTOR and will not knowingly be disclosed by the CONTRACTOR prior to opening, directly or indirectly, to any other CONTRACTOR or to any competitor; and
3. No attempt has been made or will be made by the CONTRACTOR to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

Dated: _____

Signature of CONTRACTOR or CONTRACTOR's Representative
(If individual)

(Corporate Seal)

Name of Corporation

Address

Address

City, State, Zip

Bid Form 3

SULLIVAN COUNTY COMMUNITY COLLEGE

CONTRACTOR CORPORATE ACKNOWLEDGEMENT

STATE OF New York)
COUNTY OF SULLIVAN) SS:

On this _____ day of _____, 20 _____ before me
personally came _____, to me known, who, being by me
duly sworn, did depose and say that he resides at _____ in the
_____ of _____. State of _____; that he
is the _____ of _____

the corporation described in and which executed the foregoing contract; that he knows the seal of said corporation; that the seal affixed to said contract is such corporate seal; that it was affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Notary Public

Contractor's Certification of Receiving Schedule(s) of Wages and Supplements in Compliance with the New York State Labor Law, Section 220-a.

I, _____, as _____ of
(Title or Position)
_____ (Contractor),
(Company Name)

in receipt of PRC No. ___2016900964___, am duly authorized to make this affidavit on behalf of the Contractor, and being duly sworn, depose and say that:

In compliance with the provisions of Section 220-A of the Labor Law, do hereby verify receipt of the original schedule(s) of wages and supplements for this project applicable for the Project ID#_____ for Sullivan County Community College.

Furthermore, by these present, I do hereby verify that I have reviewed said schedule(s), and agree for and on behalf of the Contractor to pay the applicable prevailing wage and to pay or provide the supplements specified therein. I agree to provide complete copies to each sub-contractor and obtain from each sub-contractor, an affidavit certifying such schedules were received.

Signature

VERIFICATION:

**STATE OF NEW YORK
COUNTY OF SULLIVAN**

On the _____ day of _____, 20___, before me personally came _____, to me known and who, being by me duly sworn, did depose and say that he/she is authorized to execute the foregoing instrument on behalf of the Contractor, has read the foregoing, knows the contents thereof, knows same is true, and he/she has signed his/her name hereto.

Notary Public