

JEFFERSON COMMUNITY COLLEGE PURCHASING DEPARTMENT  
1220 COFFEEN STREET  
WATERTOWN, NY 13601

Pursuant to the provisions of section 103 of the General Municipal Law, State of New York, proposals will be accepted by the Jefferson Community College Purchasing Department at the above address for the item listed herein.

This Request for Proposal (RFP) invites sealed, written proposals for Security Guard Services. The College invites qualified security guard service providers to submit proposals for providing the requested services.

Award of this proposal is subject to the appropriation of funds necessary by the Jefferson Community College Board of Trustees. The College is exempt from all taxes and reserves the right to reject any or all proposals. Proposals must be submitted in a sealed envelope plainly marked, "Jefferson Community College – RFP: Security Guard Services, Attention: Purchasing Department on or before **Thursday, July 18, 2019 at 2 p.m.** at the office of Purchasing.

A campus site visit at Jefferson Community College has been scheduled for **Wednesday, July 10, 2019 at 10:00 a.m.** Please contact Wesley Hissong, Director of Campus Safety & Security at (315) 786-6517 to schedule your attendance.

If you have any questions regarding the proposal, please contact Tina Bartlett-Bearup at (315) 786-2246 or via email at [tbartlettbearup@sunyjefferson.edu](mailto:tbartlettbearup@sunyjefferson.edu).

If it becomes necessary to revise any part of this RFP, or otherwise provide additional information, an addendum will be issued by the College and furnished to all prospective bidders who have received copies of this original RFP.

Attached please find the appropriate Request for Proposal forms and details on the equipment and services to be provided. **All proposals must be submitted on three (3) complete sets.**



**OBJECTIVE:**

It is the intent of this request for professional services proposal to seek competitive pricing from qualified service providers for the provision of security guard services for Jefferson Community College, 1220 Coffeen Street, Watertown, NY 13601.

Based upon an estimated 208 campus guard hours per week, the scope of services section of this RFP shall provide a detailed description of the required security guard services.

Additionally, there will be an estimated 92 *desk* guard hours for a non-JCC entity during the fall and spring semesters that is set at the minimum wage rate.

**CAMPUS SECURITY CONTACT:** Wesley Hissong, Director of Campus Safety & Security  
(315) 786-6517 [whissong@sunyjefferson.edu](mailto:whissong@sunyjefferson.edu)

**VENDOR QUALIFICATIONS:**

Only companies whose principal business has been to provide security guard services specified within this RFP, for a period of no less than 4 years, need apply. Jefferson Community College shall be free to make any inquiry deemed necessary to ascertain the qualifications of the vendor and/or the accuracy of statements made by the vendor as to its qualifications. Vendor references will be checked and service history and response time will be taken into consideration.

**PROPOSAL COST:**

The price proposed shall be the aggregate of all costs billable to Jefferson Community College including but not limited to freight, labor, materials and equipment.

**VENDOR SELECTION:**

Selection shall only be made from proposals submitted by qualified, responsive and responsible vendors who sufficiently meet the terms, conditions, and specifications stated herein.

The College reserves the right to reject any and/or all proposals of its choice or to enter into additional negotiations regarding price, scope of services or other terms. The existence of this request for proposal shall not, in any way, obligate the College to take any action regarding any response submitted by a respondent to this request.

Vendor determination is not made at the time of RFP opening. All submitted proposals are subject to final review and acceptance by the evaluating committee of the Purchasing Department at Jefferson Community College.

Award will be based upon the vendor's experience demonstrated in similar projects, method of performance and cost.

## **ASSIGNABILITY:**

The vendor shall not assign, transfer, convey, sub-contract, sublet or otherwise dispose of all or portions of the contract; and/or work to be performed as a result of the contract; or its right, title or interest therein, or its power to execute such contract, or its responsibility therein to any other person, company or corporation, without the prior written consent of Jefferson Community College's Purchasing Department.

## **INSURANCE:**

- a) This document includes an information section with general requirements for insurance. These requirements establish the minimum insurance(s) which the vendor shall have in effect prior to and maintained throughout the term of any contract by all parties contracting to do business with Jefferson Community College.

In the event that the vendor's insurance lapses during the term of the contract, the College reserves, as its right, the right to purchase the contracted product(s)/service(s) on the open market; with any increase in cost(s) to the College being charged to the awarded vendor. Credit shall not be issued to the awarded vendor where open market cost(s) to the College are less than the cost(s) contracted with the vendor.

- b) Jefferson Community College and Jefferson County shall be named as an additional insured in the vendor's policy for all intents and purposes of this contract and for any and all actions, which may be taken as a result of this contract.
- c) Each vendor shall submit an original of its Certificate of Insurance (which indicates the vendor's compliance with the above sections a) and b) to the following: Jefferson Community College, Purchasing Department, 1220 Coffeen Street, Watertown, New York 13601; 315-786-2246.
- d) The Certificate of Insurance must be approved by the College prior to the vendor's acting on and/or performing any of the obligations it incurred as a result of the award and/or contract.
- e) Self-employed persons must carry such Worker's Compensation coverage as directed by the Jefferson Community College, Purchasing Department.
- f) Workers' Compensation Insurance Exemption:  
Contractors claiming to be exempt from the requirement to carry/provide Workers' Compensation Insurance shall submit a fully executed WC/DB-100 form; the form to be complete, notarized, and stamped as received by the New York State Workers' Compensation Board.

In those instances where a bid/RFP submittal is required, said certification(s) shall be included with the contractor's submittal. The contractor shall not allow participation

in the contracted work by its non-certified staff; i.e. all of the contractor's non-certified laborers, workers, and mechanics.

**HOLD HARMLESS CLAUSE:**

The agent shall at all times defend, indemnify and hold harmless Jefferson Community College and its employees from any and all claims, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of agent and in particular as may arise from the performance under this contract. Such obligation to Jefferson Community College shall not be construed to negate, abridge or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this agreement deemed to be in conflict, unless specifically stated otherwise. In the event of an injury by the vendor or its employees, they shall cause notice to be served upon Jefferson Community College within twenty-four (24) hours of any such injury.

**REFERENCES:**

Any response to this request for proposal must contain at least three (3) references with contact names and phone numbers where the vendor has completed projects similar in nature.

**SUBMISSION OF PROPOSALS:**

- a) The vendor shall submit three (3) sets of its RFP; including all required documents (e.g. signed clauses, statements, forms, bonds, insurance, manufacturer's specifications, etc.)
  - 1) One (1) set shall be stamped (or otherwise indicated) as being the "ORIGINAL."
  - 2) Two (2) sets shall be stamped (or otherwise indicated) as being the "DUPLICATE" or "COPY."
  - 3) Information presented in the "ORIGINAL" set of the RFP submission shall prevail.
  - 4) The RFP shall be submitted in a sealed envelope marked on the outside with: the vendor's name and address and the designation: "RFP: Security Guard Services". The envelope shall be addressed to Jefferson Community College, Purchasing Department, 1220 Coffeen Street, Watertown, New York 13601. Proposals shall be received at the Purchasing Department on specified date and time, at which time proposals shall be opened and read publicly.

**REQUIRED INFORMATION:**

- a) Company overview: Please describe your company ownership and structure. Provide a list of employees that will be providing the security guard services to the College.

- b) Proposed implementation plan: Describe your proposed implementation plan and how it will meet the objectives of this request for proposals.
- c) Vendor qualifications and history (ex: experience on college campuses).
- d) Management approach and structure.
- e) Personnel selection process and officer retention strategies.
- f) Vendor references.
- g) Background checks performed and officer training (ex: first aid, CPR, AED, etc.).  
Initial and ongoing.
- h) Licensing.
- i) Location of main office.
- j) Size of staff.
- k) Scope of services.
- l) Quality controls.
- m) Billing rate for personnel.
- n) Employee benefits offered (medical, dental, life insurance).
- o) Equipment: Provide a list of equipment that your firm will use in providing the delivery service.

Failure to provide the requested information may result in rejection of the proposal.

*Selected vendors will be invited to the campus to present their services to the College Administration and Campus Safety & Security team. Presentations must address all of the above.*

**RIGHT OF THE COLLEGE TO SEEK CLARIFICATION, ACCEPT OR REJECT PROPOSALS:**

- a) Jefferson Community College reserves as its right, the right to require clarification from for the purpose of assuring a full understanding of the vendor’s responsiveness to the solicitation requirements.
- b) The College reserves as its right; the right to accept or reject any and all proposals (or separable portions thereof), the right to waive irregularities and technicalities, and the right to request resubmission.

**APPLICABLE LAWS:**

- a. The attention of each and all contractors is directed to Articles 8 and 9 of the New York State Labor Law in general, but also specifically with regard to – Prevailing Wage and Supplements. Jefferson Community College does, in good faith, identify those projects/services it believes to be – Prevailing Wage and Supplements projects/services. The failure of Jefferson Community College to accurately assess the wage status of a particular project/service shall not relieve the contractor of its responsibility to perform in accordance with the above referenced articles. Interested parties are directed to contact the NYS Department of Labor, Syracuse NY Office at (315) 428-4070 for a determination of project/service status.
- b. All interested parties (including, but not limited to, contractors, and sub-contractors) shall note, understand and comply with the following:

In the event the New York State Department of Labor amends the Prevailing Wage Rate Schedule applicable to contracts entered into as a result of an award of this bid solicitation document, said interested contractor(s) that are required to pay Prevailing Wages and Supplements shall be required to pay said Prevailing Wages and Supplements in accordance with the most current, applicable Prevailing Wage Rate Schedule in effect at the time the work is performed.

- c. The General Provisions of Laws Covering Workers; NYS-DOL requires as follows: “Every contractor and subcontractor shall submit to the Department of Jurisdiction (i.e. Jefferson Community College), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (i.e. Jefferson Community College) shall receive and maintain such payrolls.” As provided for, by the above referenced provisions, Jefferson Community College is authorized to withhold payment(s) to contractors who are not in compliance with all NYS Department of Labor Law(s); with specific attention to Articles 8 and 9. Therefore, Jefferson Community College shall withhold payment(s) to contractors who have not submitted the initial “certified payroll” and the periodic certified payroll(s) as required herein.

Prevailing wage rates are applicable for these professional services. The NYS Department of Labor has assigned PRC #2019900662 to this project.

The vendor awarded the contract shall comply with applicable federal, state, and local laws and regulations.

#### **INITIAL CONTRACT TERM/RENEWAL OPTION:**

The initial contract term shall be *one (1) year* from the date of award. The College reserves the right to extend the contract under the same terms and conditions for a period of *four (4) separate one (1) year* periods. Any escalation shall be mutually agreed upon.

Any award resulting from this RFP will be made only in the form of a contract from Jefferson Community College.

#### **PRICING:**

The vendor must provide a firm, fixed price for all requirements set forth in this request for proposal.

Any cost and pricing data submitted or related to the vendor’s proposal, whether required or voluntary, shall be subject to evaluation if deemed in the best interest of the College.

#### **VENDOR EXPERIENCE & RELIABILITY:**

- a) Experience and reliability of the vendor’s organization is considered in the evaluation process. Therefore, the vendor is advised to submit any information which documents

successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

- b) The vendor should provide the following information related to previous and current contracts which are considered identical or similar to the requirements of this RFP.
  - 1. Name, address and telephone number of contracting agency and a contact person who may be contacted for verification of all data submitted.
  - 2. Dates of the contract.
  - 3. A brief, written description of the specific prior services performed and requirements thereof.

#### **EXPERTISE OF VENDOR'S PERSONNEL:**

- a) The qualifications of the personnel proposed by the vendor to perform the requirements of this RFP will be considered in the evaluation. Therefore, the vendor should submit detailed information related to the experience and qualifications of the staff proposed.
- b) The vendor should provide a resume including references detailing educational qualifications and previous work assignments as may relate to this RFP for administrative personnel and security guards to be assigned to the project.
- c) The vendor should describe and submit with his proposal the qualifications of proposed personnel in relation to mental and physical ability, experience with military, law enforcement and/or related civilian security agency.
  - 1. The vendor should furnish documentation or detailed description of compliance with the security guard requirements as listed.
- d) If staff are not yet hired, the vendor should provide:
  - 1. Detailed descriptions of the required employment qualifications.
  - 2. And detailed job descriptions of the position to be filled, including the type of individual proposed to be hired.

#### **PROPOSED METHOD OF PERFORMANCE:**

- a) Proposals will be evaluated based on the vendor's distinctive plan for performing the requirements of the RFP. Since the evaluators have already read the scope of work as described in the RFP, it is not necessary for the vendor to repeat the exact RFP language or to present a paraphrased version, as an original idea for a technical approach.

- b) The vendor should present a written narrative which demonstrates the method or manner in which they propose to satisfy the requirements of the scope of work. The language of the narrative should be straightforward and limited to facts, solutions to problems and plans of proposed action.
- c) The vendor should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The relationship of the project leader to management and to support personnel should be clearly illustrated.
- d) In presenting the proposed method of performance, the vendor should specifically describe the following:
  - 1. Supervision method used to insure that security guards are faithfully performing their duties.
  - 2. A description of the uniforms in compliance with the current vision of the College.
  - 3. Hiring standard and training methods for security guards.

**CANCELLATION OF CONTRACT:**

Jefferson Community College reserves, as its right, the right to cancel the contract(s) resulting from an award of this solicitation at any time during the contract period, without penalty to the College and without stated reason, by delivering a written ten (10) day notice of intent to the awarded vendor or its representative(s). Said notification mailed to the vendor or its representative via the US Postal Service; First Class mail shall be considered sufficient and delivered.

**SCOPE OF SERVICES – PROFESSIONAL SERVICE GUARD SERVICES:**

- a) The objective of this proposal is to obtain security guard services for Jefferson Community College, 1220 Coffeen Street, Watertown NY 13601.
- b) Vendors submitting a proposal must be able to comply with the hours of security services requested, which are twenty-four (24) hours per day for 365 days per year. Estimated at one hundred sixty-eight (168) guard hours per week plus forty (40) hours per week for an evening supervisor totaling two hundred eight (208) hours per week.
- c) Portable radios are provided by the College.

**SPECIFIC REQUIREMENTS OF THE SECURITY GUARDS:**

The contractor shall provide security guards to perform the following services.

- a) Security guards must perform all general security duties in accordance with instructions provided.



- b) Each day, the security guard must report to the designated area as prescribed by the College.
- c) In the event of an absence of a security guard, the vendor must provide a replacement security guard and ensure that the College has continued coverage without disruption.
- d) The security guard shall make regularly scheduled inspections of both the inside and outside perimeter of the buildings. A tour verification system must be used in conjunction with the regularly scheduled inspections inside and outside the perimeter of the buildings.
- e) Anything not included under the specific requirement, that are considered normal activities of a security guard shall be included in the proposal.

### **SECURITY GUARD QUALIFICATIONS:**

The vendor must provide security guards who meet all of the following minimum qualifications. The College reserves the right to interview and accept or reject any security guard assigned by the vendor.

- a) All security guards must be properly equipped with portable radio, handcuffs, pepper spray, properly uniformed and trained at all times.
- b) All officials and guards of the contractor's organization who may participate in the performance or derive compensation from this contract, must if required agree to submit to a security check for qualifications by the College. The contractor should state in their RFP any screening procedures they may have in place for individuals seeking employment in their company to determine prior criminal activity, felony or other. Any such procedures should be included in the proposers RFP and will be considered in any award made by the College.
- c) The security guards must be neat and clean in attire and must always wear uniform and badge while on duty.
- d) All security guards must have a high school or equivalent or combination of education and experience acceptable to the College.
- e) All security guards must be physically and mentally sound.
- f) The security guards must be able to walk six (6) out of eight (8) hours, climb stairs and walk at least four (4) hours continuously.
- g) The security guards must be free of any serious hearing impairment, unless corrected, and must have good visual capacity.
- h) All security guards must have had training and/or instruction in all of the following areas.
  - Technique of patrol.

- First aid, AED, and CPR
- Public relations.
- Safety.
- Proper use of telephone and safety.
- Proper use of written report forms.
- Fire safety.
- On-site training by a supervisor from the vendor's organization.
- Must be able to operate a computer.
- Possess conflict resolution skills.
- Pepper spray certification.

**ADDITIONAL REQUIREMENTS:**

- a) The vendor must provide uniforms and badges to the security guards in accordance with the College's current vision.
- b) The contractor must obtain prior approval from the College on the style and color of the uniforms.
- c) The vendor shall provide the appropriate clothing to the security guard for all types of weather.
- d) The vendor and the appropriate security guard shall appear, if necessary at any court hearing resulting from any incident in which the security guard is involved.
- e) The vendor shall maintain an established place of security service business which is manned, including supervisor coverage, twenty-four (24) hours each calendar day. Answering service, call forwarding, remote phones, etc. shall be acceptable alternatives.
- f) The vendor's place of business and/or branch office should be within a reasonable mile radius of Watertown, New York.

**REPORTS AND DELIVERABLES:**

- a) The vendor must submit weekly and/or monthly time sheets to Jefferson Community College's Accounts Payable Department.
- b) The vendor must maintain complete and accurate records available to the College upon request to substantiate services provided to the College documenting the security guard(s) providing service, time/shift of service, location of service.
- c) The vendor shall periodically, and when requested by the College, examine and review the security guards at the assigned locations to determine compliance with the assigned duties.

- d) The contract must maintain a written report of such inspections, documenting the date, security guard, location and comments concerning the services provided and must make such reports available to the College.
- e) A violation of any of the requirements stated herein shall be considered a material breach of contract and shall be subject to immediate cancellation of the contract and/or reduction of the weekly and/or monthly invoice for the time of such infractions.
- f) The vendor must submit an itemized weekly/monthly invoice to: Maryann Pierce, Accounts Payable, Jefferson Community College, 1220 Coffeen Street, Watertown, New York 13601.
- g) The vendor shall be paid for services provided in accordance with the price stated herein.

### **RESPONSE QUESTIONS:**

Questions regarding the RFP should be directed to Tina Bartlett-Bearup at (315) 786-2246 or via email to: [tbartlettbearup@sunyjefferson.edu](mailto:tbartlettbearup@sunyjefferson.edu).

Questions must be received 5 days prior to the closing of this RFP. A response will be provided in the form of an addendum to the RFP on the College website and via email to all parties that have communicated their intent to respond to this RFP.

### **EVALUATION CRITERIA:**

The following criteria will be utilized when evaluating responses to the RFP. This is not to be considered an all-inclusive list.

- Qualifications of Company/Service Provider
- Client Reference List.
- Qualifications and Performance of Staffing.
- Professional Service Cost
- The proposal deemed to be in the best interest of the College at the sole discretion of the College.

***Selected vendors will be invited to the campus to present their services to the College Administration and Campus Safety & Security team.***

Proposals will be opened in the Jefferson Community College's Purchasing Department immediately following the closing period. Proposals will be reviewed and evaluated by the College in anticipation of the awarding of a contract as soon as possible.

## INSTRUCTIONS TO BIDDERS

01. Proposals must be submitted in a sealed envelope marked with the name of the proposer and the words "SEALED RFP" - written on the outside of the envelope.
02. Proposer assumes the risk of any delay in the mail. Whether sent by mail or by personal delivery, proposer assumes responsibility for having the proposal deposited on time at the Department of Purchasing. All proposals received after the designated time will not be considered and will be returned to the proposer unopened.
03. The proposal, as presented, shall remain valid for a period of one year from date of the opening (excluding mutually agreed upon contract extensions).
04. No charge will be allowed for federal, state, municipal sales and excise taxes from which the College is exempt. Exemption Certificates, if required, will be forwarded.
05. Any deviations to the scope of work need to be so noted and fully explained. Deviations will be analyzed and if deemed to be in the best interests of the College, may be waived.
06. The proposal will be awarded to the lowest responsible proposer meeting all award and evaluation criteria. The College guarantees no minimum or maximum purchases as a result of any award.
07. It shall be the responsibility of each proposer to call to the attention of the College any apparent discrepancy in the award criteria or any question or interpretation thereof. Failure to do so constitutes acceptance as written.
08. Proposers requesting copies of the bid tabulation shall do so in writing with a stamped self-addressed envelope enclosed.
09. The College reserves the right to "Revise" or "Amend" the proposal award criteria prior to the proposal opening date by "Written Addendum". PLEASE NOTE THAT ALL REQUESTS FOR CLARIFICATION MUST BE RECEIVED IN WRITING TO THE COLLEGE 5 DAYS PRIOR TO THE RFP DUE DATE. THE COLLEGE WILL NOT RESPOND TO ANY REQUESTS RECEIVED THEREAFTER.
10. The apparent silence of this specification as to any details or the omission from it of a detailed description concerning any part shall be interpreted as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
11. Faxed or emailed documents may not be used to convey proposals. Any proposals submitted by fax or email will be returned.
12. All shipping/transportation charges shall be included in the proposal total. **Transportation charges must include the charges to take delivery of the equipment and the cost to return the equipment to the lessor at the end of the lease term (if equipment is leased and not purchased).**
13. All bid deposits will be held by the Jefferson Community College Treasurer until an award has been made and contracts have been signed.
14. A Performance Bond shall be required prior to contract execution.  
Applicable to the Bid \_\_\_\_ Not Applicable  X
15. Each Bidder must be prepared to present satisfactory proof of their capability and ability to successfully complete the requirements of this solicitation. The College reserves the right to make whatever investigations or inquiries necessary to determine the competency and ability of any bidder to complete the requirements of this solicitation. A review may include but not limited to inspection of the bidder's facilities and equipment, references or previous contract performance with the College or others.

## GENERAL SPECIFICATIONS AND REQUIREMENTS

- A) The College is exempt from all taxes, and will furnish necessary exemption certificates upon request.
- B) Prices bid shall be net and shall include all transportation costs to the destination indicated.
- C) Explanation: Before the bid award, a certificate, executed by the Manufacturer, may be required stating that the bidder is an authorized agent, and that compliance will be made to all of the requirements of these specifications and proposal.
- D) Equivalency: If the product offered differs from the specifications, such differences must be explained in detail, and submitted with your bid. All products proposed as equivalent will be considered. A Contract, if awarded, will be on the basis of materials and equipment as described in the drawings and specifications and "Or Equal" items submitted by the bidder and accepted by the College.

The bidder may offer "or equal" items that meet the same performance and reliability standards as specified herein. If the bidder offers an "or equal" item, the bidder must include with the bid package, documentation establishing equality of construction, operation and utility. Said "or equal" items shall be accepted or rejected based upon the College's evaluation of the submitted documentation. All costs associated with the review of any "or equal" items prior to recommendation of award, shall be at the bidders expense.

If a submitted "or equal" item is rejected, the bidders may be afforded an opportunity to meet with the College to offer additional qualifying opinions and information prior to the College rejecting the bid at the option of the College. However, if it is determined by the College that the materials or equipment do not meet the minimum acceptable specification, the vendor will not have the opportunity to offer the College other alternatives or to offer the original equipment specified by the College. Additionally, the bidder shall not have the opportunity to submit any alternative materials or equipment after the bids have been opened or awarded. Neither the College nor its representatives shall make any determinations as to equality of materials or equipment prior to the opening of bids.

The decision to accept or reject an "or equal" item rests solely with the College. If a substitute "or equal" item is not accepted by the College, the bid will be deemed non-responsive and the College shall reject this bid. The next lowest responsive bid shall then be reviewed for recommendation of award.

- E) Delivery and installation are required as soon as possible. Date of delivery is required on the Bid Form.
- F) Insurance. Successful bidder (if applicable) will be required to furnish all certificates of insurance as required by the College, such as Auto Insurance, General Liability Insurance, and Workers Compensation Insurance.

For all services contracted with Jefferson Community College the successful contractor shall procure and maintain insurance satisfactory to the College in the following areas of coverage and amounts:

Contractor shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Worker's Compensation Insurance, Employer's Liability Insurance, Disability Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance and Professional Liability Insurance, and other insurance with stated minimum coverage, all as listed below. Such policies are to be in the broadest form available on usual commercial terms, shall be written by insurers licensed to do business in the State of New York and which have an A.M. Best Rating of A(-) or better as determined in the most recent A.M. Best publication, and who have been fully informed as to the nature of the services to be performed, and shall cover risks and liability contractor resulting from this Agreement. Commercial General Liability shall include personal injury liability. **Except for Workers' Compensation Insurance and Disability Insurance, the College, its officers, employees and agents shall be named as additional insured on all such policies** with the understanding that any obligations imposed upon the insured (including without limitation, the liability to pay premiums) shall be the sole obligation of contractor and not those of the College. Notwithstanding anything to the

contrary in this Agreement, contractor irrevocably waives all claims against the College for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Section. The provision of insurance by contractor shall not in any way limit contractor's liability under this Agreement.

<u>Type of Coverage</u>	<u>MINIMUM Limits of Coverage</u>
<input checked="" type="checkbox"/> Workers' Compensation and NYS Disability	Statutory
<input checked="" type="checkbox"/> Business Automobile Liability (Combined Bodily Injury and Property Damage arising out of the ownership, operation, use, loading or unloading of all owned, leased, hired and non-owned vehicles)	\$1,000,000 Combined Single Limit
<input checked="" type="checkbox"/> Commercial General Liability, (including Broad form contractual Liability, combined bodily injury and property damage)	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate Limit \$2,000,000 Products Completed Operations \$1,000,000 Advertising/Personal Injury \$10,000 Premises Medical Payment
<input checked="" type="checkbox"/> Professional Liability	\$2,000,000 Aggregate \$1,000,000 Each Claim

Contractor may provide an umbrella policy to meet coverage limits as set forth above.

- G) The successful bidder hereby agrees to indemnify and save harmless the College, its agents, employees, and/or representatives, from any or all liability, damage, costs, or expense which may be incurred or sustained due to any injuries, including death, to any person or persons whomsoever, or property whatsoever, arising out of or in connection with the terms of executing this contract, purchase order, etc.
- H) It is expressly understood and agreed that the successful bidder assumes entire responsibility for the safety of his property and the safety of his employees/representatives and agents as well as himself, while on the premises or in connection with carrying out the terms of this document.
- I) Award will be made to the lowest responsive/responsible bidder, who meets or exceeds the terms of the specifications; general specifications and requirements; conditions of this document, at the recommendation of the using department. An award letter will be issued followed by a contract or purchase order from the Purchasing Office of Jefferson Community College.
- J) Any deviations to the specifications must be noted on the bid form and fully explained on Company Letterhead to be considered part of the bid.
- K) The term of this agreement will be (12) twelve months (excluding mutually agreed upon extensions).
 

Applicable <input checked="" type="checkbox"/>	Not Applicable <input type="checkbox"/>
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- L) Units of measurement should be annotated with the quantity listed so comparisons may be made without researching the item.
 

Applicable <input checked="" type="checkbox"/>	Not Applicable <input type="checkbox"/>
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- M) No Contractor to whom this Contract is granted or awarded, shall assign, transfer, convey, subcontract, or otherwise dispose of all or part of said contract, or of his right, title, and interest herein, including the

performance of this contract or the right to receive monies due, or to become due, or of his power to execute this without the proper written consent of the Jefferson Community College Purchasing Agent.

Applicable X

Not Applicable    

N) Multi-employer workplaces. Employers who produce, use, or store hazardous chemicals at the workplace in such a way that the employees of other employers may be exposed (for example, employees of a construction contractor working on-site) shall additionally ensure that the hazard communication programs developed and implemented under paragraph (e)[OSHA 1910.1220 (2)] include the following:

- (1) The methods the employer will use to provide the other employers of any precautionary measures that need to be taken.
- (2) The methods the employer will use to inform the other employers of any precautionary measures that need to be taken.

O) New York State Prevailing Wage Rates: If any portion of work being bid is subject to the prevailing wage rate provisions of Labor Law, the successful vendor is responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this bid and will conduct his business in strict compliance with County Law, New York State Labor Laws, Federal OSHA Laws, and all other laws that apply.

PRC#2019900662 has been assigned by the DOL for this project. The current schedule(s) of the prevailing rates and prevailing hourly supplements can be accessed at the New York State Department of Labor website @ [www.labor.state.ny.us](http://www.labor.state.ny.us). Rates can also be obtained by contacting the Department of Labor.

The bidder agrees to pay in accordance with New York State Labor Law and New York State schedule of Labor Rates. He will conduct his business in strict compliance with County Law, New York State Labor Laws, Federal OSHA Laws, and all other laws that apply.

Applicable X

Not Applicable    

P) Labor rates as required by New York State Department of Labor shall be provided prior to the start of any work in compliance with this document. The College will only pay and the vendor agrees to only charge prevailing wage rates to those employees of any organization that are required by New York State law to receive said rates in the course of doing work for the College. The College reserves the right to withhold payment to the successful vendor pending receipt of certified payrolls in accordance with New York State Department of Labor regulations. Upon notice of award the College will provide the name and address of the individual to whom the certified payrolls must be forwarded before invoices will be approved and paid.

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

Applicable X

Not Applicable    

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

Applicable X

Not Applicable    

Q) Venues and Disputes. The exclusive means of disposing of any dispute arising under a contract with Jefferson Community College, which is not disposed of by agreement, shall be decided in a New York State Court of competent jurisdiction located with Jefferson County, New York. There shall be no right to binding

arbitration. Pending final resolution of a dispute, the Vendor must proceed diligently with contract performance. The Vendor waives any dispute or claim not made in writing and received by the College within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for sum certain and must be fully supported by all cost and pricing information.

- R) Cooperative Bidding. It is understood and agreed that in addition to Jefferson Community College, other County agencies as well as municipalities may also participate in this bid. Each municipal government in the County may utilize this bid and enter into its own contract with any successful bidder based upon these specifications and bids received. Bidder understands and agrees that submission of its bid to the College is also submission of the bid to participating municipalities.

Jefferson Community College reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of the contracts to a municipality are at the discretion of the vendor and the vendor is only bound to any contract between Jefferson Community College and the vendor. Additionally, the College reserves the right to purchase any goods or services included as a part of this bid from any means legally available to it at any time.

All orders/contracts will be issued by the participating entities. Each participating entity shall be billed by and make payment directly to the successful bidder.

Upon request, participating entities must furnish the contractor with the proper tax exemption certificates and documentation of tax exempt status.

- S) Non-Appropriations Clause. The awarding of a contract for the work outlined in this Request for Proposal is subject to the appropriation of funds and approval by the Jefferson Community College Board of Trustees. Any agreement between the College and the successful Proposer shall be executory only to the extent of the monies appropriated therefore. Contract award decisions will be made public as soon as possible. Vendors should not assume that their proposal has been approved until the receipt of official notification from the College. Neither this solicitation nor any representation by any public employee or office creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of this solicitation.

In accordance with New York State General Municipal Laws the College will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the vendor agrees to hold the College harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance of a purchase order and/or contract by the College. Issuance of a purchase order and/or contract by the College indicates that the College currently has and has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Should it become necessary for the College to cancel a project or purchase after an order to proceed or purchase order has been issued, the College will only be liable for and the vendor agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation.

- T) Iranian Energy Sector Divestment. Contractor hereby represents that said Contractor is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor has not:
- a. Provided goods and services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas for the energy sector of Iran; or
  - b. Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.



Any Contractor who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

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

- a. "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b)." Jefferson Community College will accept this statement electronically or within the bid documents submission in accordance with the provisions of Section 103 of the General Municipal Law.

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

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

- U) Sexual Harassment Compliance. Contractor hereby represents that said Contractor is in compliance with New York State Labor Law Section 201-g relative to Sexual Harassment prevention and training to all of its employees.

Every Contractor submitting a bid in response to this Request for Bids must certify and affirm the following under penalties of perjury:

- a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the labor law.
  - b) Jefferson Community College will accept this statement electronically or within the bid documents submission.
- V) FOIL Requests. The New York State Freedom of Information Law (FOIL), as set forth in Public Officers Law, Article 6, mandates public access to certain government records. Generally, proposals submitted in response to this solicitation may constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position.

## Request for Proposals/Professional Services: Security Guard Services

The undersigned, having an integral understanding of the objective, terms and conditions, specifications and vendor's responsibility as stated in the Request for Proposals documents, does hereby submit a proposal for the provision of services as stated below and pursuant to the Request for Proposals.

Proposal Cost: Price per the scope of services.	Regular hourly rate per guard hour:
	\$ College rate charge per guard hour.
	\$ Rate paid to guard per hour.
	Holiday hourly rate per guard hour:
	\$ College rate charge per guard hour.
	\$ Rate paid to guard per hour.

PLEASE PRINT OR TYPE:	
Company Name:	Federal Employee ID:
Company Address:	
Name:	Title:
Signature:	Date:
Telephone Number:	Fax Number:

## **BID FORM & NON-COLLUSIVE BIDDING CERTIFICATE**

The undersigned proposes to furnish products or services to specifications and/or award criteria included in this RFP document, at the price(s) set forth, as required to meet the College's needs. Any deviation to the award criteria and/or specifications must be noted on the bid form, fully explained on Company Letterhead and attached or the deviations will not be considered part of the proposal. Please be advised that vendor changes to specifications and/or bid form may render a proposal non-responsive and the bidder will be disqualified.

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

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

This proposal/bid is signed by the proposer with full knowledge and acceptance of all the provisions of the general specifications, the proposal, and the group specifications.

Time needed for delivery after receipt of order: \_\_\_\_\_

Manufacturer's term or warranty and conditions (if applicable): \_\_\_\_\_

Deviations: Yes\_\_\_ No\_\_\_

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

Federal Identification #: \_\_\_\_\_

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

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

Area Code/Telephone No: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

**NOTE: THE BID FORM AND NON-COLLUSIVE BIDDING CERTIFICATE  
MUST BE SIGNED TO COMPLETE BID.**

**Attachment**  
**Certification Pursuant to Section 103-g**  
**of the New York State General Municipal Law**

1. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
  
2. A Bid shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification set forth in Paragraph A above, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Department to the political subdivision, public department, agency or official thereof to whom the bid is made, or his designee, may award a bid, on a case-by-case basis under the following circumstances:
  - a. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
  
  - b. The College has made a determination the goods or services are necessary for the College to perform its functions and that, absent such an exemption, the College would be unable to obtain the goods or services for which the Bid is offered. Such a determination shall be made by the College in writing and shall be a public document.

This proposal is signed by the bidder with full knowledge and acceptance of all the provisions listed above.

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

\_\_\_\_\_ Address

\_\_\_\_\_ Zip Code

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

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

\_\_\_\_\_ TITLE

\_\_\_\_\_ DATE

**Attachment  
Certification Pursuant to Section 201-g  
of the New York State Labor Law**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, **that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees.** Such policy shall, at a minimum, meet the requirements of section two hundred one-g (Section 201-g) of the labor law.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is compliant and meets the requirements of Section 201-g of the labor law.

A Bid shall not be considered for award, nor shall any award be made where the conditions set forth above has not been complied with.

This proposal is signed by the bidder with full knowledge and compliance of all the provisions listed above.

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

\_\_\_\_\_ Address

\_\_\_\_\_ Zip Code

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

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

\_\_\_\_\_ TITLE

\_\_\_\_\_ DATE

**NON-BIDDER'S RESPONSE FORM**

For purposes of maintaining accurate bidder's lists and facilitating your firm's response to our invitation for bid, Jefferson Community College is interested in ascertaining reasons for prospective bidders' failure to respond to invitations for bids. If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and returning this form to, Jefferson Community College Purchasing Department, 1220 Coffeen Street, Watertown, New York, 13601. Failure to either submit a bid proposal or return this form will result in removal of your firm's name from our bidder's lists. Thank you for your cooperation.

We are not responding to this invitation for bid for the following reason(s):

- Items or materials requested not manufactured by us or not available to our company.
- Our items or materials do not meet specifications.
- Specifications not clearly understood or applicable (too vague, too rigid, etc.).
- Quantities too small.
- Insufficient time allowed for preparation of bid.
- Incorrect address used. Correct mailing address is:

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

- Our branch/division handles this type of bid.  
Correct name and mailing address is:

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

- We are unable to bid at this time but would like to continue to receive invitations for bids.

- We are unable to bid and wish to be removed from the bidder's lists.

NAME OF FIRM: \_\_\_\_\_

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

CITY/STATE/ZIP CODE: \_\_\_\_\_

BY: \_\_\_\_\_

Signature of Representative

DATE: \_\_\_\_\_