

State of New York Executive Department  
Office of General Services - Procurement Services Group  
New York State Strategic Sourcing  
Corning Tower - 38<sup>th</sup> Floor  
Empire State Plaza  
Albany, NY 12242

## REQUEST FOR PROPOSAL

**IMPORTANT: SEE "NOTICE TO BIDDERS" CLAUSES HEREIN  
BIDS MAY BE SENT TO THE ABOVE ADDRESS ONLY  
(E-Mail or Facsimile Bid Submissions Are NOT Acceptable)**

<b>BID RELEASE</b> <b>DATE:</b> December 6, 2011	<b>TITLE: Group 71011</b> Security Guard Services and Fire Safety Directors
<b>PROPOSALS DUE</b> <b>OPENING DATE:</b> January 3, 2012 @ 11:00 A.M.	Classification Code: 92
<b>REQUEST FOR PROPOSAL NUMBER:</b>  <p style="text-align: center;"><b>22436</b></p>	<b>SPECIFICATION REFERENCE:</b> As Incorporated in the Request For Proposal
<b>CONTRACT PERIOD: 5 years</b>	
<b>DESIGNATED CONTACTS:</b>	
Primary Contact: <b>Tammy Rock</b> E-mail address: <b>SST_security@ogs.ny.gov</b>	Secondary Contact: <b>Tony Montes</b> E-mail address: <b>SST_security@ogs.ny.gov</b>
Tertiary Contact: <b>Patty Billen</b> E-mail address: <b>SST_security@ogs.ny.gov</b>	

The bid must be fully and properly executed by an authorized person. **By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this REQUEST FOR PROPOSAL, Appendix A (Standard Clauses For New York State Contracts), Appendix B (OGS General Specifications), and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, Bidder affirms that it understands and agrees to comply with the OGS procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).** Procurement lobbying information may be accessed at: Information may be accessed at:

<http://ogs.ny.gov/Aboutogs/regulations/defaultAdvisoryCouncil.html>.

<b>Bidder's Federal Tax Identification Number:</b> <i>(Do Not Use Social Security Number)</i>	<b>NYS Vendor Identification Number:</b> <i>(See "New York State Vendor File Registration" clause)</i>			
Legal Business Name of Company Bidding:				
D/B/A - Doing Business As (if applicable):				
Street	City	State	Zip	County
If you are not bidding, place an "x" in the box and return this page only. <input type="checkbox"/> WE ARE UNABLE TO BID AT THIS TIME BECAUSE _____				
Bidder's Signature: Title:		Printed or Typed Name:  Date:		
Phone : (    ) - ext (    )		Toll Free Phone : (    ) - ext (    )		
Fax : (    ) - ext (    )		Toll Free Fax : (    ) - ext (    )		
E-mail Address:		Company Web Site:		

### FOR PROCUREMENT SERVICES GROUP USE ONLY

<b>P.R. #</b>	LIT <input type="checkbox"/>	MEMO <input type="checkbox"/>	MISSING PAGES
	LET <input type="checkbox"/>	OTHER <input type="checkbox"/>	

Security Guards and Fire Safety Directors

Table of Contents

SECTION I. INTRODUCTION..... 5

    I.1 OVERVIEW ..... 5

    I.2 SCOPE..... 5

    I.3 KEY EVENT DATES ..... 5

    I.4 MANDATORY INTENT TO SUBMIT PROPOSAL ..... 6

    I.5 SITE VISITS..... 6

        I.5.1 SITE VISIT SCHEDULE..... 7

    I.6 INQUIRIES/ISSUING OFFICE..... 8

    I.7 METHOD OF AWARD ..... 8

    I.8 DEFINITIONS ..... 9

    I.9 QUALIFICATIONS OF PROSPECTIVE BIDDERS ..... 10

    I.10 TOLL-FREE NUMBER..... 11

    I.11 FINANCIAL STABILITY ..... 11

SECTION II. CONTRACT REQUIREMENTS ..... 11

    II.1 GENERAL REQUIREMENTS..... 11

    II.2 SERVICE REQUIREMENTS ..... 12

        II.2.1 STAFFING..... 12

        II.2.2 DRUG TESTING AND MEDICAL EXAMS..... 12

        II.2.3 BACKGROUND, REGISTRATION AND TRAINING ..... 13

        II.2.4 RECORD RETENTION..... 13

        II.2.5 SECURITY PROCEDURES..... 14

        II.2.6 COVERAGE ..... 14

        II.2.7 WORKDAY/HOURS..... 14

        II.2.8 ADDITIONAL GUARDS/SPECIAL EVENTS/COURT HEARINGS..... 15

        II.2.9 STANDARD EQUIPMENT ..... 15

        II.2.10 SITE ASSIGNMENT AND REMOVAL ..... 15

    II.3 MANDATORY RESTRICTIONS ..... 16

    II.4 SECURITY GUARD AND FIRE SAFETY DIRECTOR SERVICE LEVELS AND REQUIREMENTS..... 16

        II.4.1 LEVEL 1 SECURITY GUARD MANDATORY REQUIREMENTS ..... 16

        II.4.2 LEVEL 2 SECURITY GUARD MANDATORY REQUIREMENTS ..... 17

        II.4.3 FIRE SAFETY DIRECTOR MANDATORY REQUIREMENTS..... 17

        II.4.4 BUILDING SPECIFICATIONS THAT REQUIRE FIRE SAFETY DIRECTORS ..... 17

    II.5 RESPONSIBILITIES FOR ALL SECURITY GUARDS (LEVEL 1 AND LEVEL 2)..... 17

        II.5.1 ADDITIONAL RESPONSIBILITIES FOR LEVEL 2 SECURITY GUARDS..... 18

    II.6 RESPONSIBILITIES FOR FIRE SAFETY DIRECTORS..... 18

SECTION III. SPECIAL TERMS AND CONDITIONS ..... 19

Security Guards and Fire Safety Directors

III.1 CONTRACT PERIOD ..... 19

III.2 PERFORMANCE AND BID BONDS..... 19

III.3 ADMINISTRATIVE AND REPORTING REQUIREMENTS..... 19

III.4 M/WBE COMPLIANCE WITH AUTHORIZED USER GOALS..... 20

III.5 PREVAILING WAGE RATE ADVISORY NOTICE..... 20

III.6 APPENDICES AND ATTACHMENTS ..... 21

III.7 SUMMARY OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING..... 21

III.8 DISPUTE RESOLUTION POLICY ..... 22

III.9 NEW YORK STATE VENDOR FILE REGISTRATION..... 22

III.10 NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY ..... 22

III.11 TAX LAW §5-A..... 23

III.12 APPENDIX B AMENDMENTS..... 24

SECTION IV. USE OF CONTRACT BY STATE AGENCIES, POLITICAL SUBDIVISIONS AND OTHER AUTHORIZED USERS ..... 25

IV.1 GENERAL DESCRIPTION CONTRACT ..... 25

IV.2 NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS AND EXTENSION OF USE..... 25

IV.3 NEW YORK STATE PROCUREMENT CARD ..... 26

IV.4 PROCUREMENT INSTRUCTIONS..... 26

IV.5 METHOD OF PAYMENT ..... 27

SECTION V. ADMINISTRATIVE ..... 27

V.1 BIDS..... 27

V.2 NEW YORK STATE PROCUREMENT RIGHTS ..... 27

V.3 BIDDER DEBRIEFING..... 27

V.4 CONTRACT AMENDMENT PROCESS ..... 28

V.5 BID DEVIATIONS..... 28

SECTION VI. FORMAT AND CONTENT OF BID SUBMITTAL..... 28

VI.1 PROPOSAL FORMAT ..... 28

VI.2 GENERAL PROPOSAL CONTENT..... 29

VI.3 PACKAGING OF RFP RESPONSE ..... 29

VI.4 INSTRUCTIONS FOR PROPOSAL SUBMISSION ..... 30

VI.5 LIABILITY AND VALIDITY ..... 30

VI.6 IMPORTANT BUILDING ACCESS PROCEDURES..... 31

SECTION VII. METHOD OF AWARD OF CONTRACT ..... 31

VII.1 STATE EVALUATION PHILOSOPHY ..... 31

VII.2 EVALUATION PROCESS..... 31

VII.2.1 TECHNICAL EVALUATION (VALUED AT 40 POINTS)..... 32

VII.2.2 FINANCIAL EVALUATIONS (VALUED AT 60 POINTS) ..... 32

**Security Guards and Fire Safety Directors**

---

VII.3 PROPOSAL RANKING ..... 32

VII.4 NOTIFICATION OF AWARD ..... 32

VII.5 BID OPENING RESULTS ..... 32

BIDDER'S SUBMITTAL CHECKLIST ..... 33

ACKNOWLEDGMENT PAGE ..... 34

NEW YORK STATE OFFICE OF GENERAL SERVICES-PROCUREMENT SERVICES ..... 36

SUBSTITUTE FORM W-9..... 36

REQUEST FOR TAXPAPER IDENTIFICATION NUMBER & CERTIFICATIONS..... 36

NEW YORK STATE NON-COLLUSIVE BIDDING CERTIFICATE & ..... 39

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND ..... 39

**APPENDICIES & ATTACHMENTS**

**APPENDICES**

- Appendix A - Standard Clauses for New York State Contracts (June 2011)
- Appendix B - General Specifications
- Appendix C – Article 15-A of the Executive Law

**ATTACHMENTS**

- Attachment 1 – General Questions
- Attachment 2 – Cost Proposal Form
- Attachment 3 – Technical Questions
- Attachment 4 – Inquiries Template
- Attachment 5 – Security Insurance Requirements
- Attachment 6 – Report of Contract Usage
- Attachment 7 – Performance Standards
- Attachment 8 – Contractor Deficiency Report
- Attachment 9 – Ordering Document
- Attachment 10 – Certificate of Compliance
- Attachment 11 – Prevailing Wage

**Security Guards and Fire Safety Directors**

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**SECTION I. INTRODUCTION****I.1 OVERVIEW**

This request for proposals (RFP) is issued by the New York State Office of General Services (OGS) Procurement Services Group (PSG), in conjunction with the New York State Strategic Sourcing Team (SST). The service contracts awarded as a result of this RFP will be centralized contracts primarily for, but not limited to, New York State Agencies. (See Section IV.2 – Non-State Agencies Participation in Centralized Contracts.) Accordingly, references to the State and its Agencies as Authorized Users under this solicitation and the ensuing contract(s) encompass and include all such entities within the definition of “Authorized User” set forth in Appendix B.

This RFP outlines the terms and conditions, and all applicable information required for submitting a proposal. A Bidder should pay strict attention to the bid submission date and time to prevent disqualification. To insure compliance with bid requirements and prevent possible disqualification, Bidder must follow the format and instructions in Section VI – FORMAT AND CONTENT OF BID SUBMITTAL.

Since taking office in January, Governor Andrew Cuomo has committed his administration to implementing enterprise-wide changes that will utilize modern business practices in running New York State government. New Yorkers need a government in which they can take pride, and this comprehensive overhaul of operations will help accomplish that goal. This RFP is a part of Governor Cuomo’s Procurement Transformation, by the Division of the Budget and the Office of General Services, and focuses on implementing best practices and identifying opportunities for savings. The new procurement process will balance the needs of achieving savings with the administration’s policy goals of encouraging small businesses and certified minority and women business enterprises. The scope, contents and format of this RFP are structured in accordance with the goals of the initiative and a Bidder is encouraged to review the information contained in this RFP thoroughly to understand the extent of changes from the present contracts. For more information on the initiative, a Bidder can refer to:

<http://www.governor.ny.gov/press/10122011ImproveGovernmentEfficiency> and  
<http://www.ogs.ny.gov/BU/PC/SourcingFAQ.asp>.

**I.2 SCOPE**

New York State (NYS) seeks to establish centralized contracts for: (1) unarmed uniformed Security Guards at facilities throughout New York State; and (2) Fire Safety Directors at facilities located in the following counties: Bronx, Kings, Queens, New York and Richmond. The foregoing is collectively referred to as “Services”. All Services provided under any contract resulting from this RFP shall be of the highest quality. Bidder shall be advised if awarded a contract, that it is responsible for providing all resources necessary for the completion of this contract. The Services listed in this RFP are divided into five (5) Regions across NYS. A Bidder can bid on any or all Regions. In the event that the same Bidder is awarded multiple regions, a single contract will be executed covering all awarded Regions.

It is the intent of OGS to award Contracts for each Region, up to two Contractors per Region. Awards will be based on a tiered approach. While awards shall be made to multiple Contractors, each Contractor will be assigned a status as Primary or Secondary. When a need for services occurs the Authorized User shall engage the Primary Contractor. If the Primary Contractor performance is found to be deficient or non-compliant based on the process outlined in Attachment 7 - Performance Standards, then the Secondary Contractor would become the Primary Contractor. This will be communicated through a P-memo released on the OGS Bidder Notification System. If a Contractor is awarded multiple Regions but becomes deficient in one Region, Contractor status will change from Primary to Secondary in the deficient Region only. Detailed information on the procurement process is set forth in Procurement Instructions and the order form. The State reserves the right during the Contract term to award a Contract to the next ranking compliant bid in order to maintain two Contractors per Region.

**I.3 KEY EVENT DATES**

The Table below outlines the tentative schedule for important action dates.

## Security Guards and Fire Safety Directors

## Key Events (Estimated)

Event	Date/Time
RFP Release	Tuesday, 12/6/11
Mandatory Intent to Submit Proposal	Friday, 12/9/11 @ 12:00 PM EST
Site Visits	Tuesday 12/13/11 - Wednesday 12/14/11
Proposer Inquiries Due	Friday, 12/16/11 @ 5:00 PM EST
NYS Issues Responses to Questions (estimated)	Thursday, 12/22/11 @ 5:00 PM EST
Proposals Due	Tuesday, 1/3/12 @ 11:00 AM EST
Contract Award Date (estimated)	Sunday, 4/1/12

**I.4 MANDATORY INTENT TO SUBMIT PROPOSAL**

A Bidder is required to indicate its intent to submit proposal by emailing the following information to **SST\_security@ogs.ny.gov** on or before Friday, December 9, 2011 @ 12:00 PM EST:

1. Company Name
2. Regions intending to bid
3. Names of company representative attending site visits

**I.5 SITE VISITS**

A Bidder intending to submit a proposal is **encouraged** to attend all site visits which will include an informational meeting and a tour of sample NYS buildings on the date and time indicated in the Site Visits table below. This is the only date and time available for inspection. Alternate dates for additional building inspections **will not** be available.

Due to security restrictions, a Bidder needs to pre-register by sending an email to: [SST\\_security@ogs.state.ny.us](mailto:SST_security@ogs.state.ny.us) no later than 24 hours in advance. It is recommended that attendees arrive at the building at least thirty minutes prior to scheduled time and are required to bring photo identification. A Bidder is not required to bring anything additional to the site visits besides photo identification. Transportation will not be provided and each Bidder is responsible for their own transportation to each site.

Each Bidder is allowed one representative per site visit. It is not required that the same Bidder representative attend all site visits. If different Bidder representatives will be attending the site visits please be sure to pre-register each representative via email in the Intent to Submit Proposal.

**A Bidder is expected to arrive on time to each site visit.**

The site visit will provide an opportunity for a Bidder to see the building layout and be briefed on the types of tasks to be performed in a few of the buildings that have utilized the security guard service statewide contract in the past. PLEASE NOTE: The awarded contract is not limited to these sample buildings or to the tasks described during the site visits. The purpose of the site visits are to solicit questions and clarify expectations concerning the RFP. While verbal questions may be asked during the site visits, please be advised that verbal answers are not official answers. If an official response is needed for a question asked during the site visit, Bidder must submit such questions via email to the Designated Contact for this solicitation. Official answers to all questions will be distributed in the form of an addendum posted to the Bidder notification system.

**Security Guards and Fire Safety Directors**

It is the Bidder's responsibility to understand the complete scope of work as defined in this RFP. During the site visits, New York State is not required to review all services to be performed and the Contract conditions under which the contract is to be executed. The Bidder, if awarded the contract, will not be allowed any extra compensation for misinterpretations of the scope of work.

Any Bidder in doubt as to the true meaning of any part of the specification or the proposed contract documents shall submit to the Designated Contact, a written request for an interpretation thereof. If a major change is involved in which all Bidders must be informed, such response will be distributed to all Bidders through the Bidder Notification System by the Designated Contact. Any interpretation of the proposed documents will be made only by an addendum duly issued.

Any verbal information obtained from or statements made by representatives of NYS during the site visits shall not be construed as in any way amending RFP Documents. Only such corrections or addenda as are issued in writing to all compliant Bidders shall become a part of a contract.

**In accordance with State Finance Law §139-j(3)(a)(3), site visits are covered by the permissible subject matter authorization. A Bidder is authorized to speak with representatives other than the Designated Contact(s) for the sole purpose of the site visit (during the conduct of the visit and to pose questions regarding the site).**

**I.5.1 SITE VISIT SCHEDULE**

<b>Facility Name</b>	<b>Address</b>	<b>Site Visit Date/Time</b>
Adam Clayton Powell	163 West 125 <sup>th</sup> Street New York, NY 10027	12/13/11 @ 10:00 AM EST
NYS Veteran's Home St. Albans	178-50 Linden Blvd. Jamaica, NY 11434	12/13/11 @ 1:00 PM EST
Department of Labor	9 Bond Street Brooklyn, NY 11201	12/13/11 @ 3:30 PM EST
Eleanor Roosevelt	4 Burnett Blvd. Poughkeepsie, NY 12603	12/14/11 @ 9:00 AM EST
Department of Labor	State Campus, Building 12 Albany, NY 12240	12/14/11 @ 1:00 PM EST
Department of Labor	175 Central Ave. Albany, NY 12206	12/14/11 @ 2:30 PM EST

Security Guards and Fire Safety Directors

**I.6 INQUIRIES/ISSUING OFFICE**

All inquiries concerning this RFP must be addressed to the following PSG Designated Contact(s):

Tammy Rock <i>NYS Office of General Services</i>	Tony Montes <i>NYS Office of General Services</i>	Patty Billen <i>NYS Division of the Budget</i>
Corning Tower - 38th Floor	Corning Tower - 38th Floor	Corning Tower - 38th Floor
Empire State Plaza	Empire State Plaza	Empire State Plaza
Albany, New York 12242	Albany, New York 12242	Albany, New York 12242
E-Mail: <a href="mailto:SST_security@ogs.ny.gov">SST_security@ogs.ny.gov</a>	E-Mail: <a href="mailto:SST_security@ogs.ny.gov">SST_security@ogs.ny.gov</a>	E-mail: <a href="mailto:SST_security@ogs.ny.gov">SST_security@ogs.ny.gov</a>

All questions must be submitted in writing using “Attachment 4 - Inquiries Template”, citing the particular RFP document name and document section. The Inquiries Template must be emailed to [SST\\_security@ogs.ny.gov](mailto:SST_security@ogs.ny.gov) by closing date for inquiries listed above in the Key Events Table. A Bidder is strongly encouraged to submit questions at the earliest convenience. A Bidder should note that all clarifications and exceptions including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a bid. Answers to all questions of a substantive nature will be provided to all Bidders in the form of a question and answer document which will be posted and released through the Bidder Notification System.

**I.7 METHOD OF AWARD**

This is a best value procurement. Separate awards may be made for any or all five (5) of the NYS Regions. In the event that the same Bidder is awarded multiple regions, a single contract will be executed.

Below is a list of the Region breakdown and corresponding counties:

Regions				
1	2	3	4	5
Bronx Kings Nassau New York Queens Richmond Rockland Suffolk West Chester	Broome Chenango Cortland Delaware Madison Montgomery Onondaga Orange Otsego Putnam Schoharie Sullivan	Allegany Cattaraugus Cayuga Chautauqua Chemung Erie Genesee Livingston Monroe Niagara Ontario Orleans Schuyler Seneca Steuben Tioga Tompkins Wayne Wyoming Yates	Clinton Essex Franklin Fulton Hamilton Herkimer Jefferson Lewis Oneida Oswego Saratoga St. Lawrence Warren Washington	Albany Columbia Dutchess Greene Rensselaer Schenectady Ulster

**Security Guards and Fire Safety Directors**

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The Bidder(s) affording NYS the best value, as evidenced by achieving the highest total score using the evaluation criteria listed in this RFP, that is responsive and responsible will be considered the successful Bidder(s) and may be requested to enter into contract for the services outlined in this RFP.

**I.8 DEFINITIONS**

**“Authorized User(s)”** as defined in Appendix B.

**“Availability”** The Authorized User may require the Contractor/Security Guards and/or Fire Safety Directors be available to provide service 24 hours a day, 7 days a week, 365 days a year.

**“Bidder”** as defined in Appendix B.

**“Continuity”** Most requirements for Security Guards and/or Fire Safety Director shall be for one week or longer. However, duration may be as short as one or two days. The Contractor must assure continuity of the Security Guards and/or Fire Safety Director as required by Authorized User.

**“Contract”** as defined in Appendix B.

**“Contractor”** shall refer to a responsive and responsible Bidder who has attained a best value score for a respective Region and is working under an executed contract with New York State. Also see “Bidder.”

**“Employee”** shall refer to the Contractor personnel that is performing the services

**“Facility”** shall refer to a NYS location where Security Guard and/or Fire Safety Director Services occur.

**“Fire Prevention Plan”** shall refer to the plan used to prevent a fire in a workplace. It describes the fuel sources on-site that can initiate or contribute to the spread of a fire as well as the building systems, such as fixed fire extinguishing systems and alarm systems, in place to control the ignition or spread of a fire.

**“Fire Safety Plan”** shall refer to a written plan that covers all the actions that employers and employees must take to ensure employee safety in the event of a fire.

**“May”** denotes the permissive in a contract clause or specification. Also see “Shall” and “Must.”

**“Must”** denotes the imperative in a contract clause or specification. Also see “Shall” and “May.”

**“n/a”** is a common abbreviation for *not applicable* or *not available*, used to indicate when information in a certain field on a table is not provided, either because it does not apply to a particular case in question or because it is not available.

**“Performance Standards”** shall refer to the minimum levels of service that a Contractor is required to meet during the Contract. Failure to maintain Required Service Levels may result in Contractor Deficiency Reports and possible Contractor Status Reduction.

**“Prevailing Wage”** is the rate of wage and supplement paid to workers under a public work contract. Employers must pay this rate set for the locality where the work is performed.

**Security Guards and Fire Safety Directors**

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**“Procurement Services Group (PSG)”** shall mean a division of the New York State Office of General Services which is authorized by law to issue centralized, statewide contracts for use by New York agencies, political subdivisions, schools, libraries and others authorized by law to participate in such contracts.

**“Region”** shall refer to a grouping of counties designated by NYS as part of this RFP.

**“Request for Proposal (RFP)”** shall refer to this document, and its appendices and attachments.

**“Shall”** denotes the imperative in a contract clause or specification. Also see “Must” and “May.”

**“Status Removal”** shall refer to an action taken when a Contractor is found to be in non-compliance with contractual Required Service Levels or other contractual clauses. Upon removal of status, Contractor shall be replaced by the next qualified Contractor in the Tiered Structure.

**“Tiered Structure”** shall refer to the order with which Contractors are utilized by an Authorized User in a Region.

**“0 (Zero)”** is both a number and the numerical digit used to represent that number in numerals. It is the integer immediately preceding 1 (one).

#### **I.9 QUALIFICATIONS OF PROSPECTIVE BIDDERS**

In addition to the qualifications in this RFP, a Bidder shall meet the qualifications and requirements outlined in the following attachments:

- Attachment 1 – General Questions
- Attachment 3 – Technical Questions
- Attachment 5 – Security Insurance Requirements

A Bidder shall meet the following additional qualifications:

- A Bidder shall provide evidence that it has maintained an organization capable of performing the work hereinafter described, in continuous operation for at least the past three (3) years. If this is not proven through the submission of a Dun & Bradstreet Business Information Report, then Bidder must provide alternative evidence that it meets this requirement;
- A Bidder must certify its commitment to obtain all necessary proof of insurance with their proposal (see “Attachment 5 – Security Insurance Requirements” for detailed insurance requirements). Upon award, Bidder shall procure all required insurance. If awarded a Contract, Contractor must provide proof of current insurance, certifications, licensing, etc. throughout the Contract term if requested by an Authorized User or NYS; and
- A Bidder shall agree to meet the reporting requirements in Section III.3 and “Attachment 6 – Report of Contract Usage.”

Each Bidder must provide a minimum of three references, as outlined in “Attachment 3 – Technical Questions.” References shall demonstrate the ability of the Bidder to perform jobs similar in scope to the size, nature and complexity of the region(s) outlined in this RFP. References shall be provided in the designated space in “Attachment 3 - Technical Questions.”

Bidder is advised that the State's intent in having requirements listed above is to ensure that only qualified and reliable Contractors are awarded a Contract. OGS retains the right to request any additional information pertaining to the Bidder's ability, qualifications, and procedures used to accomplish all work under this Contract as it deems necessary to ensure safe and satisfactory work.

**Security Guards and Fire Safety Directors**

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Note: Failure to meet any of the above qualifications in whole or in part may result in a rejection of the bid of that Bidder.

**I.10 TOLL-FREE NUMBER**

A Bidder must provide a toll-free telephone number or messaging service for the Authorized User usage. Bidder must staff this toll-free number at a minimum from 9:00am to 5:00pm Monday through Friday Eastern Standard Time. If Bidder does not currently maintain a toll-free number, the Bidder must certify its willingness to establish one prior to award of Contract.

**I.11 FINANCIAL STABILITY**

If requested, Bidder must document its ability to service a Contract with dollar sales volume similar to scope of region(s) outlined in this RFP through submission of financial statements documenting past sales history. The Bidder must be financially stable and able to substantiate the financial statements of its company. In addition to sales history, current financial statements may be requested and must be provided within five business days. The State reserves the right to request additional documentation from the Bidder and to request reports on financial stability from independent financial rating services. The State reserves the right to reject any Bidder who does not demonstrate financial stability sufficient for the region(s) outlined in this RFP.

**SECTION II. CONTRACT REQUIREMENTS**

This section sets forth the terms and conditions that shall be incorporated into the resulting Contracts.

**II.1 GENERAL REQUIREMENTS**

A Bidder should note that Appendix A, Standard Clauses For New York State Contracts, dated December 2011, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein. Further, a Bidder should note that Appendix B, Office of General Services General Specifications, dated July 2006, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein and shall govern any situations not covered by this Bid Document or Appendix A. A Bidder should also note that Appendix C – Article 15-A of the Executive Law, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein and shall govern any situations not covered by this Bid Document or Appendix A. A State agency or authority will establish its MBE and WBE goal on an order at each facility. M/WBE goals for each facility will be made part of the Ordering Document, Attachment 9, upon request of services by the Authorized User. See section III.4, M/WBE COMPLIANCE WITH AUTHORIZED USER GOALS for additional information. All three appendices shall be incorporated into the resulting Contracts.

1. This is a full service Contract. For the purposes of this Contract, “full service” shall mean that the Contractor's bid price includes all costs of providing Services, including but not necessarily limited to: all other additional costs such as necessary financial reports; all reporting or other requirements, all overhead costs and profit. It shall also include all parking fees, and any other ancillary fees and costs including permits, licenses, insurance, training, uniforms, etc.; and services not explicitly stated in these specifications, but necessarily attendant thereto.
2. A Bidder should pay particular attention to the following clauses in the Appendix B - General Specifications: Clauses 9, 12, 14 and 15.
3. No illegal drug use of any type, nor consumption of alcoholic beverages by the Contractor, its candidates, Employees or other personnel shall be permitted while performing any phase of work under this Contract.
4. The State shall not be liable for any expense incurred by the Contractor as a consequence of any traffic infraction or parking violations attributable to Contractor's Employees.
5. OGS's interpretation of specifications shall be final and binding upon the Contractor.

## Security Guards and Fire Safety Directors

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6. On-Site Work: Services performed on-site by Contractor's Employees shall be rendered in accordance with these additional requirements:
- a) Employee Sign-In: Contractor's Employees shall sign in and out in accordance with the Authorized User's security procedures and guidelines. Failure to sign in or out, whether intentional or not, may be understood to mean that service was not performed;
  - b) Facility use rules; and
  - c) An introduction for each respective Authorized User organization, chain of command, etc.

### II.2 SERVICE REQUIREMENTS

#### II.2.1 STAFFING

If requested by an Authorized User, a designated representative of the Authorized User has the right to interview each Security Guard and/or Fire Safety Director that is to be provided for service and can approve or disapprove assignment. Authorized User must notify Contractor of acceptance or disapproval as soon as possible, but no later than twenty-four hours after interview or the Security Guard or Fire Safety Director shall be deemed approved.

If requested by the Authorized User and listed on the Ordering Document, the Contractor must first consider current Security Guards and/or Fire Safety Directors employed at the facility. Contractor has the right to screen the current Security Guards and/or Fire Safety Directors to ensure they meet all requirements as outlined in this RFP. If the current Security Guards and/or Fire Safety Directors meet all requirements and the Contractor's employment standards, Contractor must make employment offers. If the current Security Guard and/or Fire Safety Directors do not meet all requirements and the Contractor's employment standards, Contractor is not obligated to make employment offers but must document their employment standards and incumbent's deficiencies to the Authorized User. In the event the Secondary Contractor becomes the Primary Contractor, the Secondary Contractor must also first consider the Primary Contractor's current Security Guards and/or Fire Safety Directors employed at NYS Facilities.

The Contractor may use Subcontractors to fulfill services however NYS will only contract with the successful Bidder known as the Primary Contractor. When bidding, planned use of Subcontractors must be disclosed in Attachment 1 – General Questions.

No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this RFP or the resulting Contract. The Contractor accepts full responsibility for the actions of any employee or Subcontractor's employees who perform requested Services. Any Subcontractor's employees used must be indistinguishable from the Contractor's employees. A subcontractor must be indistinguishable from a Primary Contractor; this includes having the same uniforms, id cards, etc.

The Contractor shall be responsible for informing the Subcontractors of all terms, conditions and requirements of this RFP and shall coordinate and control the work of the Subcontractors.

If Subcontractors will be used, Contractor must notify Authorized Users in writing prior to start date. A Contractor will be required to submit a list of subcontractors to OGS for approval prior to the subcontractors beginning to provide services.

#### II.2.2 DRUG TESTING AND MEDICAL EXAMS

All Contractor's employees providing Security Guard and/or Fire Safety Director services must be free of any illegal drugs. An Authorized User may request in writing that the Contractor provide a copy of satisfactory (negative) drug test for a Security Guard and/or Fire Safety Director. If so requested, the Contractor shall require the Security Guard and/or Fire Safety Director to complete a drug test prior to starting at an Authorized User location but no more than 10 days before their start date. The drug test can be based on either a urine sample or mouth swab (oral fluid) for, at a minimum, marijuana, cocaine, opiates, amphetamines and phencyclidine, meeting Substance Abuse

## Security Guards and Fire Safety Directors

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and Mental Health Services Administration (SAMHSA) standardized cut-off levels. The drug test will be at the expense of the Contractor.

In addition to the initial drug test, the Authorized User has the right to request an additional drug test if there is cause for suspicion that the Security Guard and/or Fire Safety Director is under the influence of marijuana or controlled substances. These additional tests would be at the expense of the Contractor and limited to one additional test per guard per year. If an Authorized User requests further drug testing, Contractor shall have such tests performed at the Authorized User's expense. Contractor shall reimburse Authorized User for costs associated with each positive result for illegal drugs.

Certain Authorized Users may require a medical exam of the Security Guard (performed within one year prior to assignment) evidencing and attesting to the fitness of the guard to perform the essential duties of the position. Authorized User is responsible for paying any fees associated with a medical exam. These exams will be billed as pass through expense to the Authorized User upon completion of the exam and noted on the invoice as an individual line item. It should not be included as part of the mark-up and is not subject to the mark-up.

### II.2.3 BACKGROUND, REGISTRATION AND TRAINING

Contractor shall be required to complete all background checks and registration requirements as listed on the Department of State, Division of Licensing Services website (<http://www.dos.ny.gov/licensing/securityguard/sguard.html>) which includes but is not limited to requests for NYS fingerprinting services for Contractor's employees, employment status notification and the DMV consent form.

The Security Guard is required to complete NYS Division of Criminal Justice Services training as noted on the New York State Division of Criminal Justice Services (<http://www.criminaljustice.state.ny.us/ops/sqtraining/sqpcourses.htm>). An Authorized User may require additional training which may include but not be limited to:

- AED (Automated External Defibrillator)
- HIPAA (Health Insurance Portability and Accountability Act)
- OSHA
- CPR

The certifications and training must be completed **prior** to the Security Guard and/or Fire Safety Director beginning services at a Facility.

The cost of NYS Division of Criminal Justice Services training is to be incurred by the Contractor. The cost for additional training (AED, CPR, HIPPA and OSHA) will be billed as pass through expense to the Authorized User upon completion of the training and noted on the invoice as an individual line item. It should not be included as part of the mark-up and is not subject to the mark-up.

An Authorized User will specify the Facility specific training (either on the job or in the classroom) to be completed within thirty days of assignment.

### II.2.4 RECORD RETENTION

Upon first reporting to the Facility for assignment, the Security Guard must present to the Authorized User the following items:

- DOS ID - A valid Department of State (DOS) Photo ID Registration (must be visibly displayed on Security Guard at all times). The Contractor is responsible to pay the Department of State the fee associated with registration for each Security Guard.
- NOTARIZED CERTIFICATION OF COMPLIANCE - A current Certification of Compliance shall be signed and dated by Contractor and notarized. A copy must be maintained in the Contractor's office within the assigned Security Guard's and/or Fire Safety Director's file and available for audit. The "Certification of Compliance" shall be reissued annually on the anniversary date for each such Security Guard assigned and

**Security Guards and Fire Safety Directors**

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provided to the facility manager with a copy filed in the Security Guard's file maintained by the Contractor. A copy of this certificate is included as Attachment 10 – Certificate of Compliance.

Upon first reporting to the Facility for assignment, the Fire Safety Director must present to the Authorized User the following items:

- Must present two pieces of identification to Authorized User upon start date
  - NOTARIZED CERTIFICATION OF COMPLIANCE (Attachment 10) – as noted above
- It is the obligation of the Contractor to maintain current and all prior copies of the Certification of Compliance forms in each Security Guard's and/or Fire Safety Director's file for review by NYS and/or the Authorized User utilizing the Security Guard's services.

Contractor shall maintain a copy of Security Guard's and/or Fire Safety Director's I-9 Employment Eligibility Form and a copy of a high school degree or General Equivalency Diploma (GED).

A Contractor is required to maintain certified payrolls and an Authorized User may demand copies of such certified payroll records to verify Security Guard and/or Fire Safety Director payment rates.

**II.2.5 SECURITY PROCEDURES**

At the request of the Authorized User, Facilities may have security policies which must be followed by the Contractor. The Contractor will work with Authorized User to obtain necessary clearances prior to the start date of the Security Guard and/or Fire Safety Director's start date. Contractor may be required to provide information such as, but not limited to, the company name, the employee's name (as it appears on ID), valid driver license number, etc. to an Authorized User.

**II.2.6 COVERAGE**

Security coverage must be maintained at each requested Facility. In the event of anticipated and/or unanticipated absenteeism and tardiness, it is the obligation of the Contractor to maintain sufficient staffing as required by the contract. The Contractor must have a procedure in place for Security Guards and Fire Safety Directors to communicate both tardiness and absence in a fashion that allots enough time for a replacement Security Guard and/or Fire Safety Director of equal or better qualification(s) to be retained for the shift in question without any additional cost to Authorized User.

**II.2.7 WORKDAY/HOURS**

A Security Guard and/or Fire Safety Director, employed by a Contractor, may work up to eight (8) hours in any one day and up to forty (40) in any one workweek for the appropriate prevailing wage rates. A Security Guard and/or Fire Safety Director who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times the prevailing basic cash hourly rate.

**Standard Work Day:**

A typical work day may be up to an eight hour work shift inclusive of one one-half hour meal period.

**Meal Time:**

Defined as one half hour within the standard eight-hour workday when the Security Guard and/or Fire Safety Director may eat. The Security Guard and/or Fire Safety Director may be required to remain on premises and be available to respond to emergencies. If so, the Security Guard and/or Fire Safety Director will be paid for the one-half hour meal period.

**Overtime:**

Authorized Users do not anticipate paying overtime rates under this contract. The Contractor will be responsible for scheduling Security Guards and/or Fire Safety Directors so that shifts do not exceed the parameters identified in the prevailing wage schedule for which overtime pay is required. In the event that overtime is necessary to maintain

## Security Guards and Fire Safety Directors

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coverage due to scheduling problems on the part of the Contractor, the Contractor shall pay the appropriate overtime rate to the Security Guard and/or Fire Safety Director at no additional cost to Authorized User.

### Holiday:

The Contractor shall quote and bill an Authorized User no higher than 1.5 times the hourly rate for each Security Guard and/or Fire Safety Director working on the holiday. The Security Guard and/or Fire Safety Director shall be paid the applicable 1.5 times the hourly rate. Below are the holidays on which the holiday rate applies:

New Year's Day	Labor Day
Martin Luther King, Jr.'s Birthday	Columbus Day
Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

### **II.2.8 ADDITIONAL GUARDS/SPECIAL EVENTS/COURT HEARINGS**

It is anticipated that during the term of this contract Contractors will be required to provide additional Security Guards for additional shifts and/or special events which may include court hearings. Once the date of the special event is determined, the Authorized User will submit the Ordering Document to the Contractor.

### **II.2.9 STANDARD EQUIPMENT**

The following equipment will be required for each Security Guard and shall be provided by the Contractor at the Contractor's expense:

- An operable flashlight
- Pen or pencil and watch
- Memo book
- Whistle

If the Authorized User requires the following items, such items shall be provided by the Authorized User to the Security Guard assigned and at no cost to Contractor. All items remain property of the Authorized User:

- Building keys, where applicable;
- Logbook;
- Guard Handbook;
- General and special orders; and
- Two-way radio/beeper (or other communication device)
- Standard security screening equipment including but not limited to magnetometer, wand, x-ray scan and machine scan

### **II.2.10 SITE ASSIGNMENT AND REMOVAL**

When requesting Security Guards and/or Fire Safety Directors, the Authorized User shall allow sufficient processing time for a Contractor to screen, recruit and hire guards. Once the Contractor receives and confirms this information, Contractor will have a minimum of ten (10) business days to fulfill order ensuring the Security Guards and/or Fire Safety Directors meet the required specifications as outlined in the Contract, unless there is an agreement between the Authorized User and Contractor to a different timeframe.

Each time a Security Guard and/or Fire Safety Director is sent to a new Authorized User's site, the Contractor must furnish the Authorized User with appropriate documentation as set forth in the Record Retention Section.

The Authorized User representative, in its sole judgment, may require the removal of any Security Guard and/or Fire Safety Director failing to meet contract requirements or for nonperformance of any duty. Authorized User shall

**Security Guards and Fire Safety Directors**

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give Contractor as much prior notice as is reasonable for the requested removal and shall advise the Contractor in writing within twenty-four hours of such request.

A sufficient number of staff should be provided to accomplish the specified service in the frequencies requested as noted on the Ordering Document.

**II.3 MANDATORY RESTRICTIONS**

No smoking allowed by Security Guard and/or Fire Safety Director in other than designated smoking areas.

No personal use by Security Guard and/or Fire Safety Director of Authorized User's telephones, computers or telecommunications equipment, without prior written permission of the Authorized User.

No Security Guard and/or Fire Safety Director may bring any weapon of any type into any building including but not limited to the following: firearms, knives, billy clubs, nightsticks, blackjacks, gas discharge guns, etc.

No Security Guard and/or Fire Safety Director may use during work hours or carry on patrol any radio, recorder, television, reading material, music maker, game or pictorial material unless approved in writing by the Authorized User.

No Security Guard and/or Fire Safety Director shall be under the influence or carry the odor of alcoholic beverages while on duty, nor shall any Security Guard and/or Fire Safety Director carry or consume any alcoholic beverage while on duty.

No Security Guard and/or Fire Safety Director shall be under the influence of, carry or ingest a controlled substance, except as prescribed by medical authorities and then only if the Security Guard and/or Fire Safety Director performance of duties shall not be impaired in any way.

**II.4 SECURITY GUARD AND FIRE SAFETY DIRECTOR SERVICE LEVELS AND REQUIREMENTS**

The following are the Security Guard levels to be provided:

- Level 1 Security Guard; and
- Level 2 Security Guard.

The following is the Fire Safety Director level to be provided:

- Fire Safety Director (note: this position may only be acquired for facilities within Bronx, Kings, Queens, New York and Richmond counties).

Note: Upon NYS request, requirements for Security Guard Services may include vehicles. Pricing for vehicles is all-inclusive and may include but is not limited to: monthly vehicle expense, insurance, gas, repairs and maintenance, etc.

**II.4.1 LEVEL 1 SECURITY GUARD MANDATORY REQUIREMENTS**

The Contractor shall provide Security Guards that meet the following requirements:

- High School Diploma or GED
- Minimum six months experience as a New York State DOS registered security guard
- Minimum 18 years of age
- Able to communicate with visitors and prepare incident reports in English
- Able to speak, read and write in English
- In good physical condition to perform the essential duties of the position
- Have a valid and current DOS Security Guard registration
- Have a copy of the current DOS Photo ID card and Certification of Compliance (Attachment 10) on file with contractor
- Completed all DOS registration and DCJS Security Guard training
- Visibly display the DOS Photo ID on the Security Guard's person at all times while on duty
- Any additional site specific requirements as determined by the Authorized User

## Security Guards and Fire Safety Directors

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- Note: Authorized Users may require Agency specific training and certifications such as AED (Automated External Defibrillator)

### II.4.2 LEVEL 2 SECURITY GUARD MANDATORY REQUIREMENTS

The Contractor shall provide Security Guards that meet the following requirements:

- All mandatory requirements for Level 1 Security Guards
- One or more of the following:
  - Two years of prior Military experience on active duty with an honorable discharge (DD214) from any branch of the military or Coast Guard, or two years of experience as a member of the National Guard or Military Reserves
  - Two years of full-time experience as a Police Officer, Probation Officer or Corrections Officer
  - Three years of full-time experience as a DOS registered New York State Security Guard
  - Two years experience as a Security Guard Supervisor
  - An Associate's or Bachelor's degree in Criminal Justice

### II.4.3 FIRE SAFETY DIRECTOR MANDATORY REQUIREMENTS

The Contractor shall provide staff that meets the following requirements:

- Must have at least five years of applicable experience in fire prevention, building service equipment or satisfactory combination or at least three years experience with Fire Department of New York (FDNY) variance
- Must satisfactorily complete a course for Fire Safety Director given by a school certified by the FDNY
- Must pass the FDNY Fire Safety Director written test (70% passing grade) and pay the test fee. NYS is not responsible for paying test fee
- Within 60 days of starting Services at a Facility, must pass on-site test (#F58) at building the applicant desires to be Fire Safety Director. There is a test fee. NYS is not responsible for paying test fee.
- Must obtain a Certificate of Fitness from FDNY. This Certificate of Fitness is site-specific, which means the applicant must pass the on-site test at each building where they will perform Fire Safety Director duties. For example, if the applicant wishes to be a Fire Safety Director of three buildings, he/she must pass three different on-site tests (one at each building) and pay the fee three times.

Note: May require all mandatory requirements for Level 1 Security Guards at certain Authorized User locations when they are utilized as Level 1 Security Guards and Fire Safety Directors.

### II.4.4 BUILDING SPECIFICATIONS THAT REQUIRE FIRE SAFETY DIRECTORS

Buildings in Bronx, Kings, New York, Queens and Richmond counties that meet the following requirements:

- Class A, B or C office buildings
  - Note: In general this means that coverage is required only during business hours, which might be 24/7 depending on occupancy. At least one backup Fire Safety Director is required in all buildings for times when the Fire Safety Director is absent (ill, vacation, etc.).

## II.5 RESPONSIBILITIES FOR ALL SECURITY GUARDS (LEVEL 1 AND LEVEL 2)

Areas of responsibility may include but are not limited to:

- Protect and/or prepare offices, buildings, grounds and occupants against potential incidents and evacuations which may include but is not limited to fire, disruptive activity, violent storm, vandalism, theft, loitering, trespass, burglaries, unlawful entry, bodily harm, building system malfunctions and deficiencies, etc.
- Report any serious incidents promptly to the police, fire agency or appropriate emergency personnel for response. As necessary sound any mechanical or electronic alarms in order to alert responsible parties to potential danger.
- Document any issues in logbook
- Review logbook for issues that may have occurred on a previous shift and may require action. Action may include advising the appropriate Security Guard(s) of the reported potential risks and responsibilities.

## Security Guards and Fire Safety Directors

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- Monitor and protect all entrances including but not limited to checking ID's, ensuring visitors sign-in and sign-out, issuing passes, observe and screen visitors, escort duties, etc.
- Issue identification cards, and visitor passes; and maintains the integrity of such identification systems
- Operate detection equipment to screen individuals and prevent passage of prohibited articles into restricted areas
- Operate and monitor security devices such as video cameras, and related accessories; and reports any malfunctions immediately to the proper supervisor
- Confiscate contraband and or distribute receipts to persons for items such as weapons, tools, scissors and other prohibited items. Log all items and report incidents to Facility Management for appropriate action.
- Perform routine internal and external walking tour of the building to assure that all entrances and grounds are secured and log any changes or issues
- Inspection of all fire suppression equipment including but not limited to: extinguishers, emergency lights, and fire hoses on a monthly basis to ensure good working order. If a deficiency is identified, the guard must immediately inform the Authorized User.
- Raise and lower flags
- Ensure compliance of building rules including but not limited to restricting food or drinks in a facility, cell phone restrictions, etc.
- Attempt to diffuse situation with hostile persons or escort unruly or disruptive persons from premises. If the effort is unsuccessful, call the appropriate emergency contacts.
- Report directly to Facility Management at Authorized User location
- Must be able to communicate with law enforcement personnel, other State and city agencies as well as facility management
- Interface with third parties including but not limited to building security (i.e. New York State Troopers), emergency service personnel and building fire and safety personnel while functioning as a first and primary responder in all fire and safety issues
- Answers questions and give directions to visitors to assist them in finding appropriate offices and services if necessary
- Operate standard security screening equipment prior to beginning work, including but not limited to magnetometer, wand, x-ray scan and machine scan

### II.5.1 ADDITIONAL RESPONSIBILITIES FOR LEVEL 2 SECURITY GUARDS

- Must possess demonstrated administrative capabilities to oversee a large security contingent at various locations and the ability to interface with Facility Management
- Overall responsibility for all Security Guards at each individual location
- Ensure all guards are present and on post during operating hours
- Ensure all guards are properly trained and familiarized with security procedures and operations
- Ensure all guards are equipped with appropriate equipment
- Ensure all guards maintain professional and courteous standards

Authorized Users have been advised that any request for additional requirements must be within the duties listed by the Department of State, Division of Licensing Services (<http://www.dos.ny.gov/licensing/securityguard/sguard.html>).

Since these additional requirements will fall within the scope of services provided by Security Guards, no mark-up adjustments will be allowed.

### II.6 RESPONSIBILITIES FOR FIRE SAFETY DIRECTORS

#### Responsibilities for Fire Safety Directors

## Security Guards and Fire Safety Directors

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- Responsible for implementing the building's Fire Safety Plan
- Report to, supervises and staffs the Fire Command Station
  - Liaisons and advises the FDNY during operations
  - Notifies building occupants of fire, FDNY operations and updates as needed
  - Directs evacuation during fire or emergency
- Provides information to the FDNY
  - Location of fire or emergency
  - Evacuation of occupants from and to locations
  - Problems with building systems or occupants
- Responsible for implementing the Fire Prevention Plan
- Supervises and trains:
  - Fire Brigade
  - Floor Wardens
  - Deputy Floor Wardens
  - Building Evacuation Supervisors
- Maintains records as required by law
- Performs inspections as required by law
- Conducts, supervises and evaluates fire drills
- May have additional Security Guard responsibilities
- Please note that the Contractor must have a backup Fire Safety Director that can:
  - Function as the Fire Safety Director during the absence of the Fire Safety Director
  - Perform duties during fires and emergencies as directed by the Fire Safety Director

### SECTION III. SPECIAL TERMS AND CONDITIONS

This section sets forth additional terms and conditions that will become a part of the resulting Contract.

#### III.1 CONTRACT PERIOD

This Contract shall commence after approval by the New York State Office of the State Comptroller, and shall become effective upon signature of final Contract award document by OGS (see Appendix B, Clause 38). The Contract shall be in effect for five (5) year(s). The Bidder is to submit a bid for the 5 YEAR PERIOD of the Contract. Price adjustments may be allowed on July 1 of each year, in accordance with the Prevailing Wage Rate Advisory Notice Section III.5 of this RFP. An Authorized User may submit an Ordering Document for Security Guard and/or Fire Safety Director Services at any time during the five year duration of the centralized Contract. The Authorized User is only required to submit one Ordering Document per facility for the life of the Contract, unless there are changes in scope to include but are not limited to changes in shifts, coverage or requirements or the Authorized User and Contractor agree to a different timeframe, as long as the Ordering Document end date does not surpass the expiration date of the centralized contract.

#### III.2 PERFORMANCE AND BID BONDS

There are no BONDS for this Contract. In accordance with Appendix B, §58 Performance/Bid Bond, the Commissioner of OGS has determined that no performance, payment or Bid bond, or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract shall be required at any time during the Initial Term, or any renewal term, for this Agreement.

#### III.3 ADMINISTRATIVE AND REPORTING REQUIREMENTS

The Contractor shall be responsible for the completion of a variety of administrative and reporting requirements, and the cost of same shall be included in the bid amount. It is expected that the Contractor shall maintain accurate records and accounts of the services rendered. During the term of the contract, the Contractor shall maintain a

**Security Guards and Fire Safety Directors**

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designated officer or employee as its representative for contact with the State and for all communication and transactions relating to the contract.

At the request of the Authorized User, the Contractor shall be available for an initial meeting. This meeting shall include:

- A review of all facility use rules
- An introduction for each respective organization, chain of command, etc.
- A review of contract terms & conditions

Unless otherwise directed by the Authorized User there shall be quarterly job meetings for the following purposes:

- Review quality of work, identify and resolve problems
- Coordinate the efforts of all concerned, maintain a mutual understanding of the contract and a sound working relationship between the Contractor and the Authorized User
- Maintain sound working procedures

Unless otherwise directed by the Authorized User, the Contractor shall submit the Report of Contract Usage form monthly via email to the Authorized User, detailing all services completed the prior month. This document will serve to confirm Security Guard and/or Fire Safety Director coverage and pricing information.

The Contractor shall also submit the Report of Contract Usage to OGS via email, detailing all services performed during the prior month. Such report to OGS shall contain total sales for State Agency and authorized non-State Agency Contract purchases for use by OGS, for purposes of supporting program monitoring and contract administration. Reports shall be delivered within fifteen (15) days of the close of the month.

The report is to be submitted electronically in Microsoft Excel format to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Award Number, Contract Number, sales period, and Contractor's (or other authorized agent) name.

The sales report Excel template will be forwarded to the Contractor at time of award. OGS reserves the right to require reports with additional detailed data.

**III.4 M/WBE COMPLIANCE WITH AUTHORIZED USER GOALS**

In accordance with Article 15-A of the New York State Executive Law and regulations adopted pursuant thereto and consistent with the objectives of Governor Andrew Cuomo's Executive Order No. 8, an Authorized User that is a State Agency or State Authority (as defined in New York State Executive Law §310 and hereinafter referred to as "State Agency") should establish separate goals for each placement made against this Contract for participation of New York State Certified minority-owned business enterprises and women-owned business enterprises ("MWBES") at the time of the acquisition, if the acquisition is (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction. As a condition of award of the Contract resulting from this RFP, the Contractor agrees to be bound by a State Agency's implementation of the provisions of Article 15-A of the New York State Executive Law, including but not limited to the submission of a utilization plan, in the acquisition. State Agencies and Authorities will seek an overall 20 percent participation rate based on all acquisitions made throughout the term of the contracts awarded hereunder. Joint ventures with Certified MWBEs to meet the goals is encouraged.

**III.5 PREVAILING WAGE RATE ADVISORY NOTICE**

A Contractor is reminded that the payment of Prevailing Wages and supplements is a requirement of ALL contracts for public works. Information indicating that Prevailing Wages are not being paid on a public works project will be

**Security Guards and Fire Safety Directors**

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forwarded to the New York State Department of Labor for investigation. Willful violations of the Prevailing Wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts. NOTE: ALL PUBLIC WORKS CONTRACTS, REGARDLESS OF DOLLAR VALUE, REQUIRE THE PAYMENT OF PREVAILING WAGES AND SUPPLEMENTS.

A copy of the prevailing rate schedule is included in Attachment 11 – New York State Prevailing Rate Schedule. A Contractor is required to supply each of their Subcontractors with copies of the prevailing rate schedule and to obtain an affidavit acknowledging receipt and agreeing to pay required wages before entering into a subcontract. A Contractor is responsible for assuring that their Subcontractors pay prevailing wages and supplements. NOTE: A CONTRACTOR IS FURTHER REQUIRED TO POST THE PREVAILING WAGE RATES AT THE WORK SITE ON BULLETIN BOARDS PROVIDED BY THE FACILITY MANAGER AND INFORM EMPLOYEES OF THE POSTING. FACILITY MANAGERS WILL ENFORCE THIS PROVISION.

A Contractor is advised that Prevailing Wage schedules are determined annually on July 1<sup>st</sup> and are effective through June 30<sup>th</sup> of the following year. EMPLOYERS MUST PAY THE NEWLY DETERMINED RATES EACH YEAR. All corrections or updates to the annual determination will be posted at the NYS Department of Labor website <http://www.labor.ny.gov/home/> on the first day of each month. The NYS Department of Labor has a web site page where employers can enter the specific PRC# associated with this RFP (PRC# 2011900991) to find the correct wage rates for their contracts. It is the sole responsibility of the Contractor to check the NYS Department of Labor website monthly for updates and annually July 1 to be sure the correct Prevailing Wage is being paid to their employees.

For purposes of any contract resulting from this RFP, the percentage mark-up bid will remain unchanged throughout the contract term. However, the percentage mark-up will always apply to the wage rate in effect at the time the service is performed. Therefore, as the wage rates change, the hourly rates invoiced will change accordingly. Individual Level 1 Security Guards and/or Fire Safety Directors must always be paid, at a minimum, the current Prevailing Wage rate at the time the service is performed. It is the Contractor's responsibility to ensure the current Prevailing Wages are being paid and are updated on an annual basis. Although a prevailing wage rate does not exist for Level 2 Security Guards, Contractor should consider any adjustments to the Level 2 pay rate to coincide with the Level 1 adjustment. Additionally, it is the Contractor's responsibility to submit the new prevailing wage schedule and updated Level 2 pay rate with their July invoice. Please note, the adjustment to the Level II rate cannot exceed the prevailing wage percent change for the Level I guard.

A Contractor is advised that the Authorized User may make random inquiries of employees of both prime and Subcontractors as to the rate of wages being paid and may request certified copies of one or more weekly payrolls of a contractor or any Subcontractor to verify proper payment of wages.

Any discrepancy found in information supplied will be reported to the Department of Labor for investigation.

In the case of government mandated program price increases, the State may, at its sole discretion, address the issue of government mandated program price adjustments on a case by case basis if and when such a government mandate comes to pass.

**III.6 APPENDICES AND ATTACHMENTS**

The Bidder's attention is directed to the appendices and attachments attached hereto and hereby incorporated by reference and made part hereto as fully as if it were set forth at length herein. The Bidder is responsible for adhering to all requirements of the appendices.

**III.7 SUMMARY OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING**

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between OGS and an Bidder during the procurement process. An Bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller ("restricted period") to other

**Security Guards and Fire Safety Directors**

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than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. OGS Employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for Contract award and in the event of two findings within a four-year period; the Bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website:

<http://ogs.ny.gov/Aboutogs/regulations/defaultAdvisoryCouncil.html>.

**III.8 DISPUTE RESOLUTION POLICY**

It is the policy of OGS PSG to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PSG bid solicitations or Contract awards. PSG encourages vendors to seek resolution of disputes through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PSG's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this RFP or through the OGS website (<http://ogs.ny.gov/default.asp>).

**III.9 NEW YORK STATE VENDOR FILE REGISTRATION**

Prior to being awarded a Contract pursuant to this Solicitation, the Bidder(s) who accept payment directly from the State, must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, unique New York State ten-digit vendor identification numbers will be assigned to your company for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to New York State.

If Bidder is already registered in the New York State Vendor File, list the ten-digit vendor id number on the first page of this bid document

If the Bidder is not currently registered in the Vendor File, complete the enclosed OSC Substitute W-9 Form and submit it with your bid. The Office of General Services will initiate the vendor registration process for all Bidders recommended for Contract Award. Once the process is initiated, registrants will receive an email from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application.

For more information on the vendor file please visit the following website:

[http://www.osc.state.ny.us/vendor\\_management/](http://www.osc.state.ny.us/vendor_management/).

**III.10 NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY**

OGS conducts a review of prospective Contractors ("Bidders") to provide reasonable assurances that the Bidder is responsive and responsible. A New York State Vendor Responsibility Questionnaire for-Profit Business Entity (hereinafter the "Questionnaire") is used for non-construction Contracts and is designed to provide information to assess a Bidder's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity and past performance history. By submitting a bid, Bidder agrees to fully and accurately complete the "Questionnaire." The Bidder acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Bidder is responsible, and that the State will be relying upon the Bidder's responses to the Questionnaire when making its responsibility determination.

OGS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller's (OSC) website,

**Security Guards and Fire Safety Directors**

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[http://www.osc.state.ny.us/vendrep/vendor\\_index.htm](http://www.osc.state.ny.us/vendrep/vendor_index.htm) or to enroll, go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. Bidders opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: [http://www.osc.state.ny.us/vendrep/forms\\_vendor.htm](http://www.osc.state.ny.us/vendrep/forms_vendor.htm).

In order to assist the State in determining the responsibility of the Bidder, the Bidder should complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the bid opening date. A Bidder's Questionnaire cannot be viewed by OGS until the Bidder has certified the Questionnaire. It is recommended that all Bidders become familiar with all of the requirements of the Questionnaire in advance of the bid opening to provide sufficient time to complete the Questionnaire.

The Bidder agrees that if it is found by the State that the Bidder's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, OGS may terminate the Contract. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

**III.11 TAX LAW §5-A**

A Bidder is required to file the completed and notarized Form ST-220-CA with OGS certifying that the Bidder filed the ST-220-TD with NYS Department of Taxation and Finance (DTF). Note: NYS Department of Taxation and Finance receives the completed Form ST-220-TD, not OGS. OGS ONLY receives the Form ST-220-CA. Form ST-220-CA must be filed with the bid and submitted to the procuring covered Agency certifying that the Contractor filed the ST-220-TD with DTF. Proposed Contractors should complete and return the certification forms within five (5) business days of request (if the forms are not completed and returned with bid submission). Failure to make either of these filings may render a Bidder non-responsive and non-responsible. A Bidder shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Website links to the Contractor certification forms and instructions are provided below. Form No. ST-220-TD must be filed with and returned directly to DTF and can be found at [http://www.tax.ny.gov/pdf/2007/fillin/st/st220td\\_507\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/2007/fillin/st/st220td_507_fill_in.pdf). Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the Contractor, its affiliate(s), or its Subcontractor(s), a new Form No. ST-220-TD must be filed with DTF.

Form ST-220-CA must be submitted to OGS. This form provides the required certification that the Contractor filed the ST-220-TD with DTF. This form can be found at [http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf).

Form ST-220-CA should be filed with the Bid and submitted to the OGS. If the form is not submitted with the Bid, the Bidder must submit the completed form to OGS within five (5) business days of receiving a written request to do so from OGS.

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain Contractors awarded state Contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and Subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

## Security Guards and Fire Safety Directors

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This law imposes upon certain Contractors the obligation to certify whether or not the Contractor, its affiliates, and its Subcontractors are required to register to collect state sales and compensating use tax and Contractors must certify to DTF that each affiliate and Subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving Agency, from approving a Contract awarded to a Contractor meeting the registration requirements but who is not so registered in accordance with the law.

Vendors may call DTF at 518-485-2889 for any and all questions relating to Section 5-a of the Tax Law and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF web site: <http://www.tax.ny.gov/>.

### III.12 APPENDIX B AMENDMENTS

Appendix B is amended as follows:

- A. Section 4 (Conflict of Terms) of Appendix B is deleted and replaced with the following:

**The following shall be incorporated into the resulting Contract. Other documents may be identified for inclusion during the course of the solicitation process. Conflicts among the documents shall be resolved in the following order of precedence:**

1. Appendix A, Standard Clauses for New York State Contracts;
2. The resulting Contract;
3. Appendix B, General Specifications; and
4. Other Appendices and attachments as deemed necessary.

- B. Section 33 (Equivalent or Identical Bids) is deleted and replaced with the following:

#### 33. EQUIVALENT OR IDENTICAL BIDS:

In the event two offers are found to be substantially equivalent, price shall be the basis for determining the award recipient. If two or more Bidders submit substantially equivalent Bids as to pricing or other factors, the decision of the Commissioner to award a Contract to one or more of such Bidders shall be final.

- C. Section 62 (Contract Billings) is deleted and replaced with the following language:

#### 62. CONTRACT BILLINGS AND PAYMENTS:

- a) Billings. Contractor and the dealers/distributors designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billing invoices submitted to an Authorized User must be submitted monthly in arrears and contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer. Submission of an invoice and payment thereof shall not preclude the Commissioner from requesting reimbursement or demanding a price adjustment in any case where the Service delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

Contractor shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by the Commissioner and in a media commercially available from the Contractor. The Commissioner may direct the Contractor to provide the information to the State Comptroller or to any Authorized User of the Contract.

- b) Payment of Contract purchases made by an Authorized User when the State Comptroller is responsible for issuing such payment. The Authorized User and Contractor agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating

**Security Guards and Fire Safety Directors**

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circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at [www.osc.state.ny.us](http://www.osc.state.ny.us), by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at 518-486-1255. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

- c) Payment of Contract purchases made by an Authorized User when the State Comptroller is not responsible for issuing such payment. The Authorized User and Contractor agree that payments for such Contract purchases shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User. Such payments shall be as mandated by the appropriate governing law from the receipt of a proper invoice. Such Authorized User and Contractor are strongly encouraged to establish electronic payments.

**SECTION IV. USE OF CONTRACT BY STATE AGENCIES, POLITICAL SUBDIVISIONS AND OTHER AUTHORIZED USERS**

The intent of this section is to acquaint a Bidder with the procedures and methods Authorized Users will follow in order to utilize services from the ensuing Contract.

**IV.1 GENERAL DESCRIPTION CONTRACT**

OGS has various types of contracts available for use by Authorized Users. The Contract that shall result from this RFP is known within New York State as a "PS" Contract. This type of Contract is for services which an Authorized User utilizes on an intermittent basis. Purchase orders under this type of Contract are issued:

- a) To a given Contractor for a specific term; or
- b) For either a fixed amount (if known) or for an estimated amount (if not known).

Payments are then made each month against the purchase order for actual expenditures.

**IV.2 NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS AND EXTENSION OF USE**

New York State political subdivisions and others authorized by New York State law may participate in Contracts resulting from this solicitation. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "39. Participation in Centralized Contracts" in Appendix B, OGS General Specifications. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), services to be provided may include locations adjacent to New York State.

In order for services to be extended to additional States or governmental jurisdictions there must be mutual written agreement between New York State (the lead Contracting State) and the Contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant Contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional lower mark-up's based on any increased volume generated by such extensions

Upon request, all eligible non-State Agencies must furnish a Contractor with the proper tax exemption certificates and documentation certifying eligibility to use State Contracts. A list of categories of eligible entities is available on the OGS web site (<http://ogs.ny.gov/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

**Security Guards and Fire Safety Directors**

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**IV.3 NEW YORK STATE PROCUREMENT CARD**

See "Procurement Card" in Appendix B, OGS General Specifications. A Bidder shall indicate if it will accept the NYS Purchasing Card for orders not to exceed \$15,000 in "Attachment 1 – General Questions", "Standard Forms" worksheet.

**IV.4 PROCUREMENT INSTRUCTIONS**

1. An Authorized User shall review the list of regions and included counties to determine what Region is applicable for the required service.
2. An Authorized User shall check the list of Preferred Source offerings and are reminded that they must comply with State Finance Law §162 which requires that agencies afford first priority to the commodities/services of preferred source suppliers such as Correctional Industries (Corcraft), Industries for the Blind of NYS, and NYS Industries for the Disabled, when such commodities/services meet the form, function and utility of the Authorized User.
3. An Authorized User shall engage the services of the Primary Contractor in the appropriate Region. An Authorized User shall complete the Ordering Document and send to the Primary Contractor by means of the contact information provided in "Attachment 1 – General Questions" or other acceptable means established between the Primary Contractor and the Authorized User.
4. The Primary Contractor is required to provide the requested Security Guard and/or Fire Safety Director Services according to the requirements outlined in this RFP and Performance Standards outlined in Attachment 7.
5. An Authorized User and the Primary Contractor shall develop the exact cost or estimated cost if an exact cost cannot be determined at that time. An Authorized User shall issue a purchase order or other written order for work, which is effective and binding on the Primary Contractor at time of order in accordance with Appendix B §44. A Primary Contractor shall not initiate services until the order is issued, and an Authorized User shall not request performance of services until the purchase order has been issued. Note: for services, purchase orders may be issued for an estimate for the entire year.
6. If requested by an Authorized User, a designated representative of the Authorized User has the right to interview each Security Guard and/or Fire Safety Director that is to be provided for service and can approve or disapprove assignment. Authorized User must notify Primary Contractor of acceptance or disapproval as soon as possible, but no later than twenty-four hours after interview or the Security Guard or Fire Safety Director shall be deemed approved.
7. An Authorized User shall monitor the Contractor's quality of work. "Attachment 7 – Performance Standards" details a list of deficiencies and non-compliance that shall result in a Contractor Deficiency Report. In case of deficiencies, an Authorized User shall complete a deficiency report and send to OGS and the Contractor. A template for the deficiency report can be found in "Attachment 8 – Contractor Deficiency Report." Failure for the Primary Contractor to adequately meet the Performance Levels as outlined in the improvement plan shall result in the reduction of the Contractor's status. Status Reduction shall be on a per Region basis. Issues that span across multiple Regions shall result in status reduction of all applicable Regions. In the case of Contractor Status Reduction, Contractor status shall be adjusted per the following procedures:
  - Status Reduction of Primary Contractor shall mean:
    - Primary Contractor becomes Secondary Contractor;
    - Secondary Contractor becomes Primary Contractor;

Authorized Users will continue to follow the same procurement instructions outlined above should the Secondary Contractor become the Primary Contractor.

**Security Guards and Fire Safety Directors**

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**IV.5 METHOD OF PAYMENT**

Invoicing and payment shall be made in accordance with the terms set forth in Section III.12 Appendix B amendments – 62. Contract Billings and Payments.

If the Contractor bills for services not specified in the Scope or Services, or at rates greater than those specified in the Contract, an Authorized User shall submit a Contractor Deficiency Report and adjust the bill accordingly.

**SECTION V. ADMINISTRATIVE****V.1 BIDS**

All bids and accompanying documentation shall become the property of the State of New York and shall not be returned. Joint ventures between two or more companies are permitted, however one (1) single company must be designated as the primary Bidder and only one (1) single bid package shall be submitted and signed by the primary company. OGS encourages joint ventures and sub-contracting with New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as well as specialized service companies.

**FACSIMILE BID RESPONSES WILL NOT BE ACCEPTED FOR THIS BID OPENING.****V.2 NEW YORK STATE PROCUREMENT RIGHTS**

**New York State reserves the right to:**

1. Reject any or all proposals received in response to the RFP;
2. Withdraw the RFP at any time, at the Agency's sole discretion;
3. Make an award under the RFP in whole or in part;
4. Disqualify any Bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
5. Seek clarifications and revisions of proposals;
6. Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
7. Prior to the bid opening, direct Bidders to submit proposal modifications addressing subsequent RFP amendments;
8. Change any of the schedule dates with notification through the Bidder Notification System;
9. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Bidders;
10. Waive any requirements that are not material;
11. Utilize any and all ideas submitted in the bids received;
12. Negotiate with the Bidder responding to this RFP within the RFP requirements to serve the best interests of the State. This includes requesting clarifications of any or all Bidders' proposals;
13. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's proposal and/or to determine a Bidder's compliance with the requirements of the solicitation;
14. Should NYS be unsuccessful in negotiating a Contract with the selected Contractor within 90 days of Contract award, NYS may begin Contract negotiations with the next best value Bidder in order to serve the best interests of the State of New York;
15. Select and award the Contract to other than the selected Bidder in the event of unsuccessful negotiations or, optionally, in other specified circumstances as detailed in the RFP requirements;
16. Use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualification, experience, ability or financial standing and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP.

**V.3 BIDDER DEBRIEFING**

An unsuccessful Bidder shall be notified upon Notification of Award to the winning Contractor(s). A Bidder shall be accorded fair and equal treatment with respect to its opportunity for debriefing. Requests for debriefings may be

## Security Guards and Fire Safety Directors

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made both prior to and after Contracts are awarded. For debriefings prior to Contract award, OGS shall, upon request, provide a debriefing which would be limited to review of that Bidder's proposal or bid. After Contract award, OGS shall, upon request, provide a debriefing to any unsuccessful Bidder that responded to the solicitation, regarding the reason that the proposal or bid submitted by such Bidder was not selected for a Contract award. Requests for debriefings by an unsuccessful Bidder must be addressed to OGS in writing. The post-award debriefing should be requested in writing within 30 days of posting of the Contract award on the OGS website.

### V.4 CONTRACT AMENDMENT PROCESS

During the term of the Contract, the Contract may be amended as changes occur within the industry. OGS reserves the right to consider amendments which are not specifically covered by the terms of the Contract but are judged to be in the best interest of the State. All amendments are subject to Attorney General and Office of the State Comptroller Approval. NYS, an Authorized User or Contractor may suggest the amendment. Contract amendments are subject to pre-audit by the Office of the State Comptroller and shall take effect upon written notification by OGS.

### V.5 BID DEVIATIONS

In accordance with the requirements set forth in Appendix B, §13, Extraneous Terms, if your bid differs from the specifications, the Bidder shall explain such deviation(s) or qualification(s); and if necessary, provide details in paper copy as part of the binder submission as described "Attachment 1 – General Questions", in the Bidder's Submittal Checklist.. In addition no deviations or exceptions to Appendix A will be permitted.

Appendix A: Standard Clauses for NYS Contracts contains standard requirements to be included in every contract entered into with the State. The successful Bidder should agree to abide by these requirements and provide any information requested by OGS in connection with these requirements. In addition to the established provisions in Appendix A, the contract(s) that results from this RFP is expected to substantially contain the terms and conditions set forth in Appendix B and the RFP. In accordance with State procurement guidelines, any modification to the terms and conditions reflected in the executed contracts must not substantially alter the requirements or specification set out in herein. **Therefore, hourly rates or fees should be proposed based on the assumption that the terms and conditions in Appendix A, Appendix B, and the RFP will not be modified in the resulting contract(s).**

Bidders are encouraged to provide, as an attachment to any questions asked in the Bidder Inquiry period, any proposed modifications to the terms and conditions outlined in Appendix A, Appendix B, and the RFP. The Bidder should also include an explanation or justification for the requested modification. The State will consider any potential modifications as part of its Bidder Inquiry response.

## SECTION VI. FORMAT AND CONTENT OF BID SUBMITTAL

To be considered responsive, a Bidder must submit a complete proposal that satisfies and addresses all requirements stated in the RFP. **A PROPOSAL THAT FAILS TO CONFORM TO ALL REQUIREMENTS AND DOES NOT FOLLOW THE BIDDER'S CHECKLIST MAY BE CONSIDERED NON-RESPONSIVE AND MAY BE REJECTED.**

Portions of the successful Bidder's proposal and of this RFP shall be incorporated into a final Contract, with a separate document executed by Contractor and OGS. Therefore, the proposal must be signed by a partner, corporate officer, or other person authorized to commit its firm to all provisions of the RFP and its proposal as submitted.

Once a Contract is awarded, Contractor's prices will be posted on the OGS website.

### VI.1 PROPOSAL FORMAT SUBMISSION OF ELECTRONIC MEDIA

## Security Guards and Fire Safety Directors

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**It is required that each Bidder submit all electronic content on magnetic media (CD).** Magnetic media shall be on CD in accordance with the instructions below. **Please note that in case of discrepancies between paper copies and electronic media submissions, the electronic copy will take precedence over the paper copy.** Only those items listed below in Part II(B) are required in paper copy. No items from Part I or Part II(A) should be submitted in paper copy.

### VI.2 GENERAL PROPOSAL CONTENT

A complete proposal consists of **three (3) sets** of each of the following:

Part I: A CD containing “Attachment 2 – Cost Proposal Form”

Part II: (A) A CD containing:

- (1) “Attachment 3 – Technical Questions”;
- (2) “Attachment 1 – General Questions”;
- (3) A folder labeled “Scanned Documents” containing scanned copies of all items in Part II(B).

(B) A loose-leaf three ring binder containing original copies of each of the following:

- (1) Page #1 of the RFP with original signature;
- (2) Completed and signed INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC acknowledgment form from Page #34 and 35 of the RFP with original signatures;
- (3) A completed and signed Contractor Certification (ST-220-CA) with original signatures;
- (4) Evidence that Bidder has maintained an organization capable of performing the work described, in continuous operation for at least the past three (3) years prepared not more than six months prior to the Bid Proposal Due Date (Dunn & Bradstreet Report or other equivalent evidence);
- (5) All necessary proof of insurance or agreement to supply insurance upon notification of tentative award (see “Attachment 5 - Security Insurance Requirements” for the detailed insurance requirements);
- (6) Proof of Compliance with Workers’ Compensation Coverage Requirements upon notification of tentative award as specified in WORKERS’ COMPENSATION INSURANCE AND DISABILITY BENEFITS REQUIREMENTS in “Attachment 5 – Security Insurance Requirements”;
- (7) Completed and signed New York State Non-Collusive Bidding Certificate, and, Nondiscrimination in Employment in Northern Ireland, with original signatures;
- (8) Please refer to the Extraneous Terms requirements in Appendix B, §13. If Bidder is including extraneous terms or bid deviations include paper copies of materials as per the requirements in Appendix B.

### VI.3 PACKAGING OF RFP RESPONSE

**A complete proposal package consists of a total of six (6) CDs and three (3) binders.** If using a commercial delivery company that requires that you use their shipping package or envelope, your bid must be placed within the second sealed envelope labeled as detailed below. This will ensure that your bid/proposal is not prematurely opened.

1. Bidder’s proposal must be submitted in sealed packages and received on or before **11:00 EST on January 3, 2012**. The three (3) CDs containing Part I must be sealed separately from the three (3) CDs and three (3) binders containing Part II in order that the technical and financial evaluations may be accomplished independently, concurrently and the evaluation of the Technical Qualifications submittal can be made strictly on the basis of its merits.
  - a. Part I – shall be submitted in a sealed envelope. If Part II information is included within the same sealed envelope as the Part I information, **Bidder’s proposal shall be disqualified.**
    - (1) The sealed envelope should be labeled with the following information:
      1. “Part I – Financial”;
      2. The legal name of the Bidder submitting the proposal;

## Security Guards and Fire Safety Directors

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3. Group 71011, RFP 22436, Security Guards.
  - b. Part II – shall not be included in the Part I sealed envelope, and shall be submitted in another sealed envelope or separate container (box, envelope, etc)
    - (1) Part II should be labeled with the following information:
      1. Part II – “Technical”;
      2. The legal name of the Bidder submitting the proposal;
      3. Group 71011, RFP 22436, Security Guards.
2. Both Part I and Part II should be included in the same box/package delivered to OGS.
3. Binding of Part II(B): A loose-leaf three ring binder is required. Bidder will submit proposals so that update pages can be easily incorporated in the originals. All proposals must be machine produced. Proposals hand written will be disqualified.
4. CDs submitted for Part I and Part II(A) must be labeled with
  - a. Identification of Disc Contents;
  - b. The legal name of the Bidder submitting the proposal;
  - c. Group 71011, RFP 22436, Security Guards.

### VI.4 INSTRUCTIONS FOR PROPOSAL SUBMISSION

The following procedures shall be used for proposal submission:

Only a Bidder who furnishes all required information shall be considered for evaluation.

Complete bids in response to this RFP are to be packaged, sealed and submitted to OGS Procurement Services Group (PSG). Responses must be addressed to:

Procurement Services Group  
 NYS Office of General Services  
 Corning Tower, 38th Floor  
 Reception Desk  
 Empire State Plaza  
 Albany, NY 12242-0064

All bids must have a label on the outside of the box or package itemizing the following information:

1. **BID ENCLOSED** (preferably bold, large print, all capital letters)
2. Bid number (**RFP 22436**)
3. Bid Opening Date and Time (1/3/12 @ 11:00 AM EST)
4. The number of boxes or packages (i.e., 1 of 2; 2 of 2)

### VI.5 LIABILITY AND VALIDITY

The State of New York will not be held liable for any cost incurred by the Contractor for work performed in the preparation and production of a proposal or for any work performed prior to the formal execution of a Contract. Proposals must be received in the above office on or before **11:00 AM EST on 1/3/12. Bidder assumes all risks for timely, properly submitted deliveries.** A Bidder is strongly encouraged to arrange for delivery of bids to OGS **prior to** the date of the bid opening. **LATE BIDS shall be rejected. E-mail or faxed bid submissions are not acceptable and shall not be considered.** The received time of proposals will be determined by OGS by the clock at the above noted location.

**Proposals must remain open and valid for at least 120 days from the due date, unless the time for awarding the Contract is extended by mutual consent of OGS and the Bidder. A proposal shall continue to remain an effective offer, firm and irrevocable, subsequent to such 120 day period until either tentative award of the Contract by OGS is made or withdrawal of the proposal in writing by Bidder. Tentative award of the Contract shall consist of written notice to that effect by OGS to a successful Bidder, who shall thereupon be obligated to execute a formal Contract.**

**Security Guards and Fire Safety Directors**

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**NO CONSIDERATION WILL BE GIVEN TO PROPOSALS RECEIVED AFTER THE STATED DATE AND TIME.**

**VI.6 IMPORTANT BUILDING ACCESS PROCEDURES**

To access the Corning Tower, all visitors must check in by presenting photo identification at the Information Desk.

**A Bidder who elects to deliver its proposal is encouraged to pre-register for building access by contacting the Procurement Services Groups (PSG) receptionist at 518-474-6262 at least 24 hours prior to the bid submission date.**

Visitors who are registered can check in directly with the Information Desk. Visitors who are not pre-registered will be directed to a designated phone to call the PSG Receptionist. The Receptionist will register the visitor at that time but delays may occur. A Bidder who intends to deliver bids or conduct PSG business should allow extra time to comply with these procedures. Building Access procedures may change or be modified at any time. **Note:** Bids not received within the Procurement Services Group by the time and date shown on the front page of the bid document will be considered late.

**SECTION VII. METHOD OF AWARD OF CONTRACT**

These Contracts shall be awarded on the basis of best value. Contracts awarded under this RFP shall be made to the responsive and responsible Bidders receiving the highest point total using the evaluation criteria listed below. Contracts will be awarded by Region up to two Bidders per Region.

It is the State's intent to award Contracts based on the following Tiered Approach.

The Bidder with the highest best value score in each respective Region shall be awarded as the "Primary Contractor." The Bidder with the second highest best value score in each respective lot and region shall be awarded as the "Secondary Contractor."

In the case of tied bids, see section III.11 - Equivalent or Identical Bids.

**This is NOT "maximum not to exceed" pricing.**

**VII.1 STATE EVALUATION PHILOSOPHY**

New York State evaluates bids for goods and services in an objective, comprehensive manner designed to benefit both the State and the participating Bidder. Through this process the State identifies Contractors who will best meet its needs and will be the most cost effective.

All proposals will be evaluated uniformly and consistently, ensuring that each Bidder has an equal opportunity to be considered. The evaluation process will be conducted as described in this section.

**VII.2 EVALUATION PROCESS****1. Proposal Screening**

After the bid opening, each proposal will be screened for completeness and conformance with stated requirements for bid submission as set forth in the Bidders Submittal Checklist. Any proposal not meeting these requirements may be denied further consideration.

**2. Qualifying Technical and Financial Evaluation Sections**

Bid proposals meeting the proposal screening will then be reviewed to ensure that the Bidder has responded in the affirmative to all mandatory, qualifying criteria in the Technical and Financial sections. **Failure to respond in the affirmative to any of these qualifying criteria will result in the Bidder's proposal being**

**Security Guards and Fire Safety Directors**

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**disqualified.** The qualifying technical and financial evaluations shall be conducted separately and distinct from each other.

**3. Evaluation Criteria**

Each proposal shall be evaluated according to the factors outlined in Sections VII.2.1 and VII.2.2. Prior to the Technical and Financial Evaluations, proposals will be reviewed for the minimum qualifications as listed in Section I.9 Qualifications of Prospective Bidders.

**VII.2.1 TECHNICAL EVALUATION (VALUED AT 40 POINTS)**

The Technical Evaluation is located in Attachment 3 and will measure each proposal against the following criteria:

1. Operational Plan
2. References

**VII.2.2 FINANCIAL EVALUATIONS (VALUED AT 60 POINTS)**

The Financial Evaluation will proceed separate, but concurrent, with the Technical Evaluation. The Financial Evaluation will measure each proposal against the following criteria:

- Attachment 2 - Cost Proposal Form

The basis for the financial evaluation rankings within each Region will be:

- Lowest Mark-Up % for Level 1 Security Guard in Regions 1 – 5
- Lowest bill rate for each Level 2 Security Guard in Regions 1 – 5
- Lowest Mark-Up % for each Fire Safety Director in Region 1

**VII.3 PROPOSAL RANKING**

Scores for each Bidder will be totaled and the Bidder having the highest score for a given Region will be ranked number one; the Bidder with the second highest total score will be ranked number two and so on.

**VII.4 NOTIFICATION OF AWARD**

Tentative award of the Contract shall consist of written notice to that effect by OGS to a successful Bidder, who shall thereupon be obligated to execute a formal Contract.

**VII.5 BID OPENING RESULTS**

PSG posts bid information on the OGS/PSG web page. The web page makes available information about the list of Bidders that responded to this RFP.

The Bid Opening Results Page is available at: <http://www.ogs.ny.gov/purchase/bidresults/bidresults.asp>.

**BIDDER'S SUBMITTAL CHECKLIST**

The Bidder's Submittal Checklist can be found on the first tab of the Excel spreadsheet "Attachment 1 – General Questions." It must be completed and submitted with each bid. The Bidder's Submittal Checklist is intended to acquaint the Bidder with all items of information that must be submitted with the bid. Failure to respond or submit any item may render the bid non-responsive.

Security Guards and Fire Safety Directors

**ACKNOWLEDGMENT PAGE**

The bid must be fully and properly executed by an authorized person. **By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this REQUEST FOR PROPOSALS, Appendix A (Standard Clauses For New York State Contracts), Appendix B (OGS General Specifications), and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, Bidder affirms that it understands and agrees to comply with the OGS procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b). Procurement lobbying information may be accessed at: <http://ogs.ny.gov/Aboutogs/regulations/defaultAdvisoryCouncil.html>.**

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

Bidder Name (Printed)

Title

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

Bidder Signature

Date

Corporation

**INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
:  
SS.:  
COUNTY OF \_\_\_\_\_ }

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20 \_\_ , before me personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that \_he resides at \_\_\_\_\_,  
Town of \_\_\_\_\_, County of \_\_\_\_\_,  
State of \_\_\_\_\_ ; and further that:

[Check One]

Security Guards and Fire Safety Directors

If an individual): \_he executed the foregoing instrument in his/her name and on his/her own behalf.

If a corporation): \_he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, \_he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

If a partnership): \_he is the \_\_\_\_\_ of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, \_he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

If a limited liability company): \_he is a duly authorized member of \_\_\_\_\_, LLC, the limited liability company described in said instrument; that \_he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

\_\_\_\_\_  
**Notary Public**

**Registration No.**

Security Guards and Fire Safety Directors

	<p><b>NEW YORK STATE OFFICE OF GENERAL SERVICES-PROCUREMENT SERVICES</b></p> <p><b>SUBSTITUTE FORM W-9</b></p> <p><b>REQUEST FOR TAXPAYER IDENTIFICATION NUMBER &amp; CERTIFICATIONS</b></p>
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*TYPE OR PRINT INFORMATION NEATLY. PLEASE REFER TO INSTRUCTIONS FOR MORE INFORMATION.*

**Part I: Vendor Information**

1. Legal Business Name	2. If you use a DBA, please list below
3. Entity Type (Check one only) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Business Corporation <input type="checkbox"/> Unincorporated Association/Business <input type="checkbox"/> Federal Government <input type="checkbox"/> State Government <input type="checkbox"/> Public Authority <input type="checkbox"/> Local Government <input type="checkbox"/> School District <input type="checkbox"/> Fire District <input type="checkbox"/> Other	

**Part II: Taxpayer Identification Number (TIN) and Taxpayer Identification Type**

1. Enter your TIN here: <i>(DO NOT USE DASHES)</i>  <div style="text-align: center; border: 1px solid black; width: 200px; height: 30px; margin: 0 auto;"> <span style="display: inline-block; width: 25px; height: 25px; border: 1px solid black;"></span> <span style="display: inline-block; width: 25px; height: 25px; border: 1px solid black;"></span> <span style="display: inline-block; width: 25px; height: 25px; border: 1px solid black;"></span> <span style="display: inline-block; width: 25px; height: 25px; border: 1px solid black;"></span> <span style="display: inline-block; width: 25px; height: 25px; border: 1px solid black;"></span> <span style="display: inline-block; width: 25px; height: 25px; border: 1px solid black;"></span> <span style="display: inline-block; width: 25px; height: 25px; border: 1px solid black;"></span> <span style="display: inline-block; width: 25px; height: 25px; border: 1px solid black;"></span> </div>
2. Taxpayer Identification Type (check appropriate box)  <input type="checkbox"/> Employer ID No. (EIN) <input type="checkbox"/> Social Security No. (SSN) <input type="checkbox"/> Individual Taxpayer ID No. (ITIN) <input type="checkbox"/> N/A (Non-United States Business Entity)

**Part III: Address**

1. Physical Address:	2. Remittance Address:
Number, Street, and Apartment or Suite Number	Number, Street, and Apartment or Suite Number

Security Guards and Fire Safety Directors

City, State, and Nine Digit Zip Code or Country	City, State, and Nine Digit Zip Code or Country

**Part IV: Exemption from Backup Withholding and Certification**

For payees exempt from Backup withholding, check the box below. Valid explanation required for exemption. See instructions.

**Exempt from Backup Withholding**

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Under penalties of perjury, I certify that the number shown on this form is my correct Taxpayer Identification Number (TIN).

**Sign Here:**

Signature	Date
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Print Preparer's Name	Phone Number	Email Address
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**Part V: Contact Information - Individual Authorized to Represent the Vendor**

Vendor Contact Person: \_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Security Guards and Fire Safety Directors**

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Contact's Email Address:

Phone Number: (     )

DO NOT SUBMIT FORM TO IRS - SUBMIT FORM TO NYS OFFICE OF THE STATE COMPTROLLER

FOR OSC USE ONLY

**Security Guards and Fire Safety Directors**


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**NEW YORK STATE NON-COLLUSIVE BIDDING CERTIFICATE &  
NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND**  
[MACBRIDE FAIR EMPLOYMENT PRINCIPLES]

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**NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND**
**MACBRIDE FAIR EMPLOYMENT PRINCIPLES**

In accordance with New York State Finance Law, Section 165, the contractor certifies that it or any individual or legal entity in which the contractor holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the contractor, either (answer yes or no to one or both of the following, as applicable),

(1) have business operations in Northern Ireland,

No \_\_\_\_\_ Yes \_\_\_\_\_, and if yes:

(2) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of compliance with such principles.

No \_\_\_\_\_ Yes \_\_\_\_\_

**NON-COLLUSIVE BIDDING CERTIFICATION**

In accordance with New York State Finance Law, Section 139-d, by submitting its bid each Bidder and each person signing on behalf of any other Bidder certifies each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

(A) The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

(B) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

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

**Security Guards and Fire Safety Directors**

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In the event that the Bidder is unable to certify as stated statement (c) above, the Bidder shall provide in hardcopy a signed statement which sets forth in detail the reasons why the Bidder is unable to furnish the certificate as required in accordance with State Finance law Section 139-d(1)(b).

**BIDDER**

**By:** \_\_\_\_\_

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

**Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Principal Place of Business:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

\_\_\_\_\_

**Federal Tax Identification #:**

\_\_\_\_\_

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