



City of Rochester

Department of Finance
City Hall Room 105A, 30 Church Street
Rochester, New York 14614-1281
www.cityofrochester.gov



Bureau of Purchasing

November 12, 2013

ADDENDUM NO. 1

Invitation to Bid No. 401020

RE: SECURITY GUARD SERVICES - ADDENDUM

Instruction to Bidders:

- 1. REPLACE PAGES 1-26 WITH PAGES 1A-26A**
- 2. The bid opening date will be changed to November 25, 2013.**

SIGN the Addendum below acknowledging receipt and understanding, INSERT it in the bidding document, and RETURN it with your bid.

CITY OF ROCHESTER


Charles Zettek, Jr.
Purchasing Agent

The undersigned bidder acknowledges receipt & understanding of Addendum No. 1.

_____, 2013 _____





PRINTED NAME OF BIDDER

SECURITY GUARD SERVICES - ADDENDUM

Invitation to Bid No. 401020 Issued: November 12, 2013

PURCHASING BUREAU CONTACT: Roslyn Phillips, Purchaser, 585-428-7042

BID OPENING: Monday, November 25, 2013 at 11:00 a.m.

Sealed bids are to be returned to the Office of the Purchasing Agent, City Hall Room 105A, Rochester, NY 14614, prior to bid opening, at which time and place all bids will be opened, read and recorded.

The bidder's attention is directed to the General Conditions and Instructions to Bidders which appear immediately following this title page and are incorporated into the bidding document and contract by reference.

CONTRACT CHARACTERISTICS
(For definitions or explanations, see General Conditions)

Type of Contract: **TERM CONTRACT, WITH OPTION TO EXTEND**

Bid Deposit Requirement: **5% OF BID AMOUNT**

Performance Security Requirement: **YES, SEE SECTION 21**

Insurance Requirement: **YES, SEE SECTION 24**

Samples Requirement: **NONE**

Descriptive Literature/Technical Data Requirement: **UPON REQUEST**

BIDDERS: Please note that prices, company identification and authorized signature are to be entered on the Proposal which appears at the end of the specifications.



SECURITY GUARD SERVICES - ADDENDUM

1. SCOPE

The Guard Agency (also "Contractor") shall furnish uniformed, trained guards for various City departments on an hourly basis, as needed. Assignments will be either on an as-needed basis for minimum four (4) hour shifts or on a regular long-term basis with stated shifts as outlined hereafter by groups. The City reserves the right to cancel or delete portions of this contract, if necessary, without any costs or damages to the City.

2. SPECIFICATIONS

Detailed specifications are attached to this bidding document as Appendix A.

3. CONTRACT TERM

- 3.1 The contract resulting from this bid invitation shall remain in effect for approximately one (1) year commencing on January 1, 2014.
- 3.2 The contract may be extended for three (3) additional terms of one-year or less, upon mutual agreement of the contracting parties.

4. METHOD OF AWARD

- 4.1 Award will be made to the lowest responsive and responsible bidder on the basis of the Total Bid Price. The per hour rate bid must incorporate the current NYS Wage Rate of \$15.29 per hour. The Supervisor's rate will not be used in calculating the lowest bid.
- 4.2 Should the prevailing wage be increased during the term of this contract, the City reserves the right to negotiate new pricing. Should the City and the Contractor fail to agree on new pricing, the City reserves the right to terminate the contract and seek new bids.
- 4.3 As described in this specification, the City may require use of a supervisor, and may require that security guards be provided on an emergency basis. The bidder must indicate on the proposal the Supervisor's hourly rate, and a per employee, per hour rate up-charge for emergency call-up work, if applicable. The supervisor's rate and the emergency up-charge rate will not be used in calculating the lowest bid. However, the City reserves the right to reject any bid when these rates are unbalanced or not consistent with the market.

SECURITY GUARD SERVICES - ADDENDUM

5. RESPONSIBILITIES OF CONTRACTOR

- 5.1 The company must be and remain licensed by the State of New York. The owner(s), principal shareholders/officers or principal supervisors, of the contractor submitting this bid must have been in the business of trained guard service for a continuous period of at least five years immediately preceding the bid opening, and have no record of license revocation during this same five year period.
- 5.2 Each bidder must demonstrate that he has had sufficient experience with turnover arrests and court actions within the past two (2) years to demonstrate adequate knowledge of arrest and court procedures.
- 5.3 Each bidder must demonstrate that he has had at least two (2) years experience in providing satisfactory service on contracts similar in size and nature to this contract. Satisfactory performance shall be attested to by clients and shall include such factors as professionalism of employees, lack of criminal activity by employees, proper supervision, rapid and satisfactory resolution of problems, and faithful performance of the contract terms and conditions including, but not limited to, the duty to defend and indemnify, and other factors deemed relevant by the Purchasing Agent in determining the ability of a bidder to comply with all terms and conditions of this contract and the required services specified.
- 5.4 The company must have an adequate staff to supply the City of Rochester with Security Guards and Supervisors at all times, as required in "Appendix A", Specifications, of this proposal.
- 5.5 Negative evaluations by one or more clients may be used in determining a bidder's responsibility, in addition to positive evaluations submitted by the bidder.
- 5.6 The Purchasing Agent will determine whether or not a bidder is responsible. Should a bidder be found non-responsible for purposes of this contract, the bidder may request a hearing before an administrative hearing officer. By submitting a bid, a bidder understands and agrees to the following conditions:
 - 5.6.1 That the administrative hearing will be scheduled within ten (10) working days of the request.
 - 5.6.2 That failure of the bidder to attend shall be deemed to be acceptance by the bidder of the determination of non-responsibility.
 - 5.6.3 The administrative hearing officer's determination shall be final.
- 5.7 Due to the nature of this service, each bidder must demonstrate that it maintains a policy of pre-employment substance abuse screening and background checks.
- 5.8 The contractor shall meet quarterly, or more often if requested by the City, with the site representative to discuss operational issues, concerns, and additional requirements.

SECURITY GUARD SERVICES - ADDENDUM

6. SERVICES PROVIDED

- 6.1 The services under this contract shall be provided by the Contractor under the general direction of the authorizing using agency. Services shall be described in Appendix A.
- 6.2 Upon award of this Contract, the individual departments will furnish the Contractor with a copy of the procedures and indicate who the contact person and/or site representative will be.
- 6.3 Direction of guards on duty shall be by City personnel designated by the authorizing using agency and the contractor, who shall be responsible for conformance to the procedures established by said using agency. Directions given by City personnel shall in no way relieve the contractor from responsibility or liability arising from performance of the illegal acts, false arrests, or other acts of its employees resulting in damage or injury giving rise to potential liability of any kind.
- 6.4 Contractor must maintain a full operations office at a location within Monroe County which permits the contractor to periodically and adequately supervise all guards working under this Contract.
 - 6.4.1 It shall be the Contractor's responsibility to see that all guards are present at the location they are assigned to.
 - 6.4.2 In addition, the Contractor shall also be responsible to see that any guards needing to leave early, before their scheduled time, are replaced with another guard for the balance of the time required on duty.
- 6.5 Upon request of using agency, a supervisor must be on duty and readily accessible around the clock throughout the seven (7) day week and available in a vehicle via cell phone. The supervisor shall be on duty during the time requested by the using agency. The supervisor must make frequent inspections of security officers on duty and file a weekly report on the results of such inspections with the agency contact person from each department. Inspections of each post must occur no less than once per shift.
- 6.6 If needed, the supervisor must meet personally with the agency contact person to resolve any problems that may arise.
- 6.7 Where there are five (5) or more guards on duty at one time, at least one of them must be a supervisor who will be paid at the supervisor's rate specified in the Proposal. However, the City reserves the right to require more or less supervisors on a site-by-site basis, as needed to meet site specific needs. The level of supervisors may be adjusted by each using agency as needed.
- 6.8 The successful contractor will be required to use a computerized security management verification system provided by the City (Guard Plus System). The City will supply the wands and directions for use.

SECURITY GUARD SERVICES - ADDENDUM

7. TRAINING

In order to assure highest quality performance to meet any possible emergency, each security officer assigned to this contract shall have the following training:

- 7.1 The City will provide specific training for each site to cover post orders.**
- 7.2 The contractor shall standard security guard training per NY State licensing requirements. Each employee must be tested and a certificate of satisfactory completion must be given to each with a copy forwarded to the Chief of Security Operations prior to assignment of the contract. The curriculum shall include the following:**
 - 7.2.1 Legal phrases and definitions**
 - 7.2.2 Crimes and elements**
 - 7.2.3 Use of clock stations; duty tours, crime reporting, etc.**
 - 7.2.4 Laws of arrest**
 - 7.2.5 Rules of evidence**
 - 7.2.6 Response to crimes in progress**
 - 7.2.7 Patrol procedures**
 - 7.2.8 Investigations/interrogations**
 - 7.2.9 Crowd/Traffic Control**
 - 7.2.10 Fire-fighting**
 - 7.2.11 Report writing**
 - 7.2.12 Radio Procedures**
 - 7.2.13 NYS Alcoholic Beverage Control Law**
 - 7.2.14 The filling out of reports per Section 8**
- 7.3 In addition the Contractor must give adequate on-the-job training and provide supervision to assure the specified performance of the responsibilities of the individual posts.**
- 7.4 Even after obtaining certification of training as outlined above, any City agency may reject any guard, as outlined in the section titled, "City Approval of Guards."**

SECURITY GUARD SERVICES - ADDENDUM

- 7.5 Guards being assigned to Traffic Security (Traffic Control) must have previous experience in this area. Proof of experience will be required from the Contractor. The requesting Agency will determine whether the guards assigned have sufficient experience in Traffic Control, and may reject any guards not capable of performing the required duties.
- 7.6 Contractor must furnish the using agency a NYS Certificate of Training for each security guard assigned to this contract. Each guard must be NYS certified. This must be provided to the using agency representative prior to the guard reporting to the site for the first time.
- 7.7 Upon request documentation of all training must be made available to each using agency.

8. FILING OF REPORTS

The guard on duty is required to correctly and timely fill out the following reports as per Section 14:

- 8.1 Incident Reports
- 8.2 Accident Reports
- 8.3 Daily Activity Reports
- 8.4 Crime Reports

9. RADIO COMMUNICATIONS SYSTEM

- 9.1 Contractor must have an effective radio communications system. Radio communication shall be transmitted directly to a base station operated and manned by the Contractor 24 hours daily. The base station must be owned or leased by the contractor for the term of this contract.
- 9.2 The radio system must have an FCC assigned frequency or any other frequency acceptable to the City, but cannot be a "CB" system. The system must be relatively free from radio interference by others.
- 9.3 Unless otherwise stated in this document, the successful contractor must provide two-way radio communication at sites.
- 9.3 The using agencies shall direct which sites shall be serviced by the radio system; otherwise cell phone communication will be required.

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10. ACCESS

- 10.1 Whenever possible, the City shall provide access to building, telephone and restroom facilities for the use of the guard. When telephone service is not available at the facility where guard services are provided, the Contractor shall provide a radio communications system approved by the City.
- 10.2 The Contractor must provide its own vehicles to its security guards when no shelter is available. The City of Rochester will not provide City vehicles to the Contractor under any circumstances for shelter or for patrolling large areas.
- 10.3. Long distance phone calls made by contract guards through the city phone network will be billed to the Contractor.

11. EMERGENCY SERVICES

- 11.1 Emergency Services (less than four (4) hours' notice) shall be fulfilled to the best of the contractor's ability by the starting time requested.
- 11.2 Information on the estimated arrival time of the emergency service guard is to be communicated back to the City employee ordering the work as soon as possible after the work order is placed.
- 11.3 Guards called in for emergency services will be paid a minimum of at least four (4) hours duty time.
- 11.4 For emergency services as referenced above, bidders may enter an additional per hour charge which would be added to the base rate for guards utilized. This additional charge must be shown in the proposal.

12. UNIFORMS

- 12.1 Contractor must insure that guards are properly clothed in full uniforms. A neat authoritative appearance is required.
- 12.2 All uniforms must be the same style and must be a dark color, such as dark blue. All uniforms will be subject to approval by the City and may vary slightly on a site specific need.
- 12.4 Orange safety vests must be worn by all traffic control guards.
- 12.5 Employee name and identification tags must be worn and visible on the employee at all times while they are on duty.

13. POLICE BACKGROUND CLEARANCE

The contractor shall obtain from the Rochester Police Department, a background police record check for any or all guards assigned to City departments as a result of this Contract. Information obtained as a result of this check shall be provided to the City Chief of Security Operations. The City reserves the right to reject any Contractor's

SECURITY GUARD SERVICES - ADDENDUM

employee as a result of the police records' disclosure or for any lawful reason it deems appropriate.

14. ACCIDENT/INCIDENT/CRIME REPORTS

- 14.1 Guards on duty are expected to observe activity on the site, detect any suspicious or unusual activity and report such activity
- 14.2 The guards shall notify the appropriate personnel of any suspicious conditions, violation of law, or attempted violation, including but not limited to, vandalism, break-ins, or unlawful assembly. The guards shall also notify the appropriate personnel of any personal injuries or property damage coming to their attention and to any situation the guard thinks may result in injury or property damage.
- 14.3 In the event of crimes occurring during "assignments", the guard (or Guard Agency) shall notify the Rochester Police Department and shall provide necessary information to the investigating officer to complete the official police report. The guard information report shall include the appropriate Crime Report number, and the name of the investigating officer.
- 14.4 Reports shall be filed with the designated agency personnel immediately upon noting any problem, but in no event no later than the close of the current shift.
- 14.5 City of Rochester Crime Reports must be provided within 24 hours of the event.
- 14.6 Daily Activity Reports must be filed daily with the designated agency personnel.
- 14.7 The guard and Guard Agency shall be responsible for appropriate legal procedures arising from any action of the guard, including, but not limited to, court appearances and proper filing of information with the Court Clerk's Office. Upon request from the City, the Contractor shall demonstrate to the City's satisfaction that applicable personnel have adequate arrest and court procedures experience.
- 14.8 The time expended by a guard in legal procedures resulting from a crime report or a turn-over arrest is considered a part of the guard service which is payable per unit price bid, except that pretrial testimony and other services will be paid on the basis of actual time, plus one hour travel time if these services are for less than four (4) hours.

15. LICENSES

The Contractor shall obtain and maintain throughout the life of this contract, all licenses necessary to carry out this contract, including but not limited to all business and occupational licenses and all radio operator's permits.

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16. CITY APPROVAL OF GUARDS

- 16.1 All guards assigned must be approved by the using agency. Prior to providing services, the contractor must afford the using agency the right to interview guards. The using agency shall have the right to reject any guards proposed, and the Contractor agrees to continue to provide candidates until the using agency has its minimum pool of guards required.

17. ESTIMATED QUANTITIES:

- 17.1 The quantities shown on the proposal sheet(s) and Appendix A are estimates only. The City reserves the right to order more or less than the estimated quantities during the contract period in each of these groups.
- 17.2 Orders will be placed and confirmed by written Purchase Order. No services are to be provided without the express written consent of authorized City agents.
- 17.3 Overtime will not be paid by the City except under extreme unforeseen conditions, and then only if appropriate City personnel pre-approve use of overtime by guards already on duty. Any abuse of overtime may be grounds for cancellation of this contract.

18. CANCELLATION

The City reserves the right to cancel this contract within five (5) days if, at the City's sole discretion, the Contractor is not providing services as required in the contract, e.g., if adequate supervision is not provided, if guards are not showing up as assigned, etc.

19. FIRM PRICE: MATERIALS SUPPLIED

- 19.1 This is a firm price contract covering the contract period and any extensions. The only exception to this statement is made for adjustments to the Prevailing Rate Schedule--Article 9 as issued by N.Y.S. Department of Labor or other payroll expenses required by law, e.g., Social Security contributions. If the prevailing hourly rate changes the contract unit prices will change in similar manner and in same dollar amounts, subject to approval by the City.
- 19.2 Except as otherwise specified in this Agreement, all equipment, materials, and supplies required to carry out the provisions of this Agreement and to perform services described within shall be furnished by the Contractor. All such equipment, materials, and supplies shall be of merchantable quality and fit for their purpose to the satisfaction of the City.

20. BID DEPOSIT

A check or bond in the amount of five percent (5%) of the total bid price is required with this bid.

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21. PERFORMANCE AND OTHER BONDS

- 21.1 The contractor must furnish two executed surety company bonds in amounts equal to fifty percent (50%) of the bid price.
- 21.1.1 A Performance Bond shall be furnished as security for the faithful performance by the contractor of all the terms and conditions of the contract documents.
- 21.1.2 A Labor and Materials Payment Bond shall be furnished as security for the claims of laborers and material suppliers.
- 21.1.3 Both bonds shall be made out to the City of Rochester, prepared on an approved form and submitted by the contractor to the Purchasing Agent within ten (10) days after notification that his bid was accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of New York. The surety furnishing the Performance Bond and the Labor and Material Payment Bond must waive notice of any change in the contract price or contract time. Attorneys-in-fact who sign bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

21.2 Alternate Security

- 21.2.1 At its option, the City shall have the right to accept cash, a certified check, or a letter of credit in satisfaction of the foregoing requirements.
- 21.2.2 In the event the contractor submits cash or a cash instrument as alternate security, the City will accept 100% of the contract total as satisfying both Performance and Payment security requirements.
- 21.2.3 Any security accepted in lieu of a payment bond shall be retained until the City is no longer liable for mechanic's liens against the work of the contract.

22. ADDITIONAL CASH PERFORMANCE SECURITY

The Contractor shall provide an additional performance security in the amount of \$500.00 in the form of cash or certified check within five (5) days of award of contract.

- 22.1 This additional performance security will be used to defray costs incurred by the City if the Contractor does not supply experienced guards as needed and the City has to hire other security guards, or assign City staff in place of the contractor's employees on a temporary basis.
- 22.2 Upon notification that the City has withdrawn funds from the cash performance security, the contractor must provide additional funds to the City within 5 days to replenish the amount to \$500.00.
- 22.2 One or more incidents where the City must obtain security guards on the open market may result in the Contractor being found in default of this contract.

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23. INDEMNIFICATION

In addition to the requirements of paragraph 48 of the General Conditions and instructions to Bidders, the successful bidder shall indemnify and save harmless the City of Rochester, its agents, officials and employees, from any suits, liabilities, judgments, costs, and expenses, including attorney's fees, resulting from false arrest claims against the City or the Contractor or both, which relate to this contract.

24. INSURANCE

24.1 The contractor shall procure and maintain at own expense until final acceptance of the work covered by the contract documents, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided from insurance companies authorized to do such business in the State of New York covering all operations under the contract documents, whether performed by him or his subcontractors.

24.2 Within ten days of request, the contractor shall furnish to the City Purchasing Agent a certificate or certificates of insurance in form satisfactory to the City Purchasing Agent showing that he has complied with this Section, which certificate or certificates shall provide that the policies shall not be materially changed or canceled until ten days' written notice has been given to the City Purchasing Agent. In each policy of insurance except insurance for Workers' Compensation and Disability Insurance, the City shall be named as an additional insured for liability arising under this agreement. Except for Workers' Compensation and Disability Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the project. The kinds and amounts of insurance are as follows:

24.2.1 WORKERS' COMPENSATION AND DISABILITY INSURANCE

The agreement shall be void and of no effect unless the person or corporation making or executing same shall secure Compensation and Disability coverage covering all operations under the contract--whether performed by him or his subcontractors - for the benefit of, and keep insured during the life of said agreement, employees in compliance with the provisions of the Workers' Compensation Law.

A. Workers' Compensation Insurance

A policy covering the operations of the contractor in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law.

B. Disability Insurance

A policy covering the operations of the contractor in accordance with the provisions of Article 9 of the Workers' Compensation Law, known as the Disability Benefits Law (Chapter 600 of the Laws of 1949) and amendments thereto.

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24.2.2 PROPERTY AND CASUALTY INSURANCE

- A. **CONTRACTOR'S COMPREHENSIVE GENERAL LIABILITY INSURANCE** issued to the contractor and covering the liability for damages imposed by law upon the contractor with respect to all work performed by him under the within agreement. The Contractor's Comprehensive General Liability Insurance shall include: Independent contractor's insurance, premises operation insurance, completed operations insurance and broad form property damage insurance. The x.c., u. exclusion shall be eliminated from the Contractor's Comprehensive General Liability Insurance. The comprehensive general liability policy shall furnish limits of not less than:

BODILY INJURY AND PROPERTY DAMAGE

Combined Single Limit

\$1,000,000

for all damages arising during the policy period.

- B. **MOTOR VEHICLE INSURANCE** issued to the contractor and covering public liability and property damage on the contractor's vehicles in the amount of:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Combined Single Limit

\$1,000,000

25. LABOR STANDARDS PRACTICES

25.1 COMPLIANCE WITH LABOR LAWS

- 25.1.1 The contractor's attention is directed to the requirements of Sections 220 and 220-a through 220-e of the Labor Law of the State of New York, compliance with the provisions of which shall be deemed a condition to the satisfactory performance of this contract.
- 25.1.2 The contractor shall cause to be posted and maintained at all times in a conspicuous place at the Site of the Work, a clearly legible copy of the Schedule of Wage Rates as prescribed by the State Commissioner of Labor. The contractor shall further certify on any statement to the City for a partial or final payment that the Wage Rates paid to employees on this project have been in conformity with the wage rates so set forth as determined by the State Commissioner of Labor pursuant to and in conformity with Section 220 of the New York State Labor Law.
- 25.1.3 The contractor shall keep copies of his payrolls for this project available at all times for inspection by representatives of the City or other public agency having jurisdiction over the project, and shall produce them for such inspection at the request of said duly authorized representatives.

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The contractor and subcontractors shall submit weekly certified payroll records to the Project Manager, for transmission to the City's Director of Finance or his designee. The contractor shall be responsible for the submission of copies of certified payrolls of all subcontractors. Payments shall be withheld from the contractor for failure to comply with this requirement.

25.1.4 In all operations related to the Work, all other State or Federal Laws, Local Ordinances and Laws, controlling or limiting in any way the actions of those engaged in the Work, shall be strictly complied with by the contractor and all employees working under his direction. The foregoing shall apply to subcontractors of the contractor.

25.2 ANTI-KICKBACK RULES

Employees of the contractor and his subcontractors performing work under this contract shall be paid unconditionally and not less often than once a week without deduction or rebate on any account except only such payroll deductions that are mandatory by law or permitted by the applicable regulations issued by the State Commissioner of Labor pursuant to the New York Labor Law. The contractor shall comply with applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by subcontractors with such regulations, and shall be responsible for the submissions of affidavits required of subcontractors thereunder, except as the Commissioner of Labor may specifically provide for variations of or exemptions from the requirements thereof.

25.3 WITHHOLDING OF PAYMENTS FROM CONTRACTOR

When a complaint is filed with the City of Rochester alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the City of Rochester has reason to believe that unpaid wages or supplements may be due, payments on the public work contract may be withheld from the prime contractor in sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty which may be imposed. The amounts withheld may be disbursed by the City of Rochester for and on account of the contractor or subcontractor to the respective employees to whom they are due.

26. PREVAILING WAGE RATES

26.1 Incorporated in these Contract Documents is the Prevailing Wage Rates Schedule in effect at the time of publication of the Contract Documents. Any Prevailing Wage Rates Redetermination which may arise prior to bid opening will be distributed by addendum. (Appendix B).

26.2 In the event that the prevailing rate of wages or supplements change after the bids have been opened, or after the contract is let, an updated schedule will be issued by the State Department of Labor. Said updated schedule will be transmitted to the contractor by the City. Each workman, laborer, or mechanic shall be paid or provided not less than the new updated rates.

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- 26.3 The City will not be responsible for any of the contractor's increased labor costs which result from defects in the Wage Rate Schedule provided, or from amendments to the Prevailing Wage Rate Schedule, whether that increase occurs before advertisement, before Bid opening, before award of the contract, after the contract has been let, or during the life of the contract. No change in the contract price shall be allowed to the contractor for any such increases, except as provided for elsewhere in the documents.
- 26.4 Information about current wage rates may be obtained on an advisory basis by contacting David Crocker, City Contract Administrator, (585) 428-7398.

27. INVOICES AND PAYMENT

- 27.1 Payment will be made on a monthly basis.
- 27.2 Payment will be based on any invoice used in the contractor's normal course of business. However, payment will not be made unless the invoice is clearly legible, and contains at a minimum all of the following information.
- 27.2.1 Accurate item description - names of guards
 - 27.2.2 P.O. number and ordering department
 - 27.2.3 Quantity - number of hours worked for each guard
 - 27.2.4 Unit price per item
 - 27.2.5 Net total cost to the City, after discount
 - 27.2.6 City contract number
 - 27.2.7 Date of service delivery
 - 27.2.8 Location of service delivery
- 27.3 The responsibility to submit a properly completed invoice rests entirely with the contractor. Failure to submit a properly completed invoice will result in rejection of a claim for payment.

28. NON-DISCRIMINATION

The bidder agrees, as required by the Labor Law of the State of New York and ordinance of the City of Rochester:

- 28.1 To hire employees without regard to age, race, creed, color, national origin, sex, sexual orientation, disability or marital status.
- 28.2 That he, his subcontractors, and any person on his behalf shall not, in any manner, discriminate against or intimidate any employee hired for the

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performance of work under this contract on account of age, race, creed, color, national origin, sex, sexual orientation, disability, or marital status.

- 28.3 That this contract may be canceled or terminated by the City and all monies due or to become due hereunder may be forfeited for a second day or any subsequent violation of the terms or conditions of this section of the contract.

29. NON-SPECIFIED RELATED WORK

- 29.1 The City may negotiate prices with the Contractor for incidental work of a similar nature not specified herein that may come up during the contract term.
- 29.2 Any work may only be authorized by the Purchasing Agent or his/her authorized agent prior to any notice to proceed.
- 29.3 The contract vendor must submit a written price quotation to the Office of the Purchasing Agent for proper authorization and/or approval. Services rendered without prior consent of Purchasing will not be paid for by the City.
- 29.4 The City reserves the right to bid any additional work competitively, if it is in the City's best interest.

30. POLITICAL SUBDIVISIONS

Bidders should note that other political subdivisions may participate in the contract resulting from this bid award as authorized by General Municipal Law. Use of this contract by any other political subdivision must be coordinated between that subdivision and the contractor. The City will have no responsibility for any such purchases and will have no other role than to provide other political subdivisions a copy of this contract if requested

31. NON-COLLUSIVE BIDDING CERTIFICATION

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

- 31.1 The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- 31.2 Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed prior to the bid opening, directly or indirectly, to any other bidder or to any competitor.
- 31.3 No attempt has been 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.

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PROPOSAL

The undersigned bidder hereby agrees to furnish the goods or services specified and to otherwise fully meet all terms, conditions, and specifications contained in this Invitation to Bid without exception, unless exceptions are clearly noted in this proposal. **SIGNATURE MUST BE THAT OF THE BIDDER OR OF AN EMPLOYEE OR AGENT AUTHORIZED TO SIGN ON BEHALF OF THE BIDDER.**

| GROUP | HOURS | PER HOUR | TOTAL |
|--|--------------|-----------------|--------------|
| A – Public Market – Unarmed | | | |
| 1) As specified, A.3 | 12,500 | \$ _____ | \$ _____ |
| B - Various Parks, etc - Unarmed | | | |
| 1) As specified, B.3.1 | 650 | \$ _____ | \$ _____ |
| 2) As specified, B.3.2 | 50 | \$ _____ | \$ _____ |
| 3) As specified, B.3.3 | 50 | \$ _____ | \$ _____ |
| C – Auto Impound | | | |
| 1) As specified, C.3 | 3500 | \$ _____ | \$ _____ |
| D - Various | | | |
| 1) Unarmed | 4000 | \$ _____ | \$ _____ |
| 2) Unarmed, dress uniform | 20 | \$ _____ | \$ _____ |
| E - Special Events, Festivals-Unarmed | 100 | \$ _____ | \$ _____ |
| F – City Parking Garages | 59,000 | \$ _____ | \$ _____ |

TOTAL BID PRICE: \$ _____
(A-F)

Authorized Signature _____ Typed Name and Title of Authorized Signer _____

Typed Name of Company _____

(Continued through Page 26A)

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PROPOSAL

SUPERVISOR'S RATE, GROUPS A - F: \$ _____ per hour

Note: If the supervisor's rate differs for the various groups, please indicate individual rates below:

ADDITIONAL ADD-ON CHARGE, PER HOUR PER EMPLOYEE, FOR EMERGENCY SERVICE (less than 4 hours notice)

(+) \$ _____

List below at least three customers as references per Section 2:

| Customer Name | Contact Person | Phone No. | No. Guards Assigned | Contract Period |
|--------------------------------------|----------------|----------------------------------|---------------------|-----------------|
| 1. _____ | | | | |
| 2. _____ | | | | |
| 3. _____ | | | | |
| _____ No. of years in business _____ | | _____ No. of full-time employees | | |

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company

(Continued through Page 26A)

SECURITY GUARD SERVICES - ADDENDUM

PROPOSAL

PRINT OR TYPE THE FOLLOWING INFORMATION:

Name of Firm or Corporation

Street Address

City State Zip Code

Telephone / Fax No. Federal Employer Identification No.

E-mail Address of Recipient of Contract Awards and Extensions

Date

ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

Contract No. _____ Contract Term: _____

Purchasing Agent

Date: _____

APPENDIX "A"

SPECIFICATIONS

SECURITY GUARD SERVICES - ADDENDUM

A. DETAILED SPECIFICATIONS - GROUP A

A.1 AUTHORIZING DEPARTMENT

Department of Parks, Recreation & Human Services

A.2 SITE

Public Market, 280 North Union Street

A.3 GUARD RESPONSIBILITIES

When Market is open

Unarmed general security; traffic and crowd control.

When Market is closed

Patrol the area and lock and unlock gates to allow truck drivers to make deliveries to council houses.

A.4 DIRECT SUPERVISION

Department of Parks, Recreation & Human Services

A.5 ANTICIPATED HOURS, PARKS

When Market is open

It is expected that two (2) guards will be assigned to this location from 7 a.m. to 1 p.m. every Saturday from the beginning of April through the end of October or later as weather conditions permit. However, peak weekends may require substantially more guards for traffic control, including a supervisor.

Sunday – 1 guard at all times for 24 hrs.
Sunday Special events – 3 guards at 6 hrs each
Monday, Wednesdays & Fridays – 1 guard for 12 hours
Tuesday – 1 guard for 14 hours
Thursday – 8 guards for a total of 70 hours
Friday – 1 guard, 12 hours
Friday Special Events – 5 guards totaling 30 hours
Saturday- 22 guards totaling 192 hours

When Market is closed

It is expected that one (1) guard will be assigned from 5:00 p.m. to 5:00 a.m. Weekdays, all day Sunday, and on approximately six (6) holidays per year, the Market is closed.

SECURITY GUARD SERVICES - ADDENDUM

A.6 TOTAL ESTIMATED ANNUAL USAGE

12,600

B. DETAILED SPECIFICATIONS - GROUP B

B.1 AUTHORIZING DEPARTMENT

Department of Parks, Recreation & Human Services

B.2 SITE

Various Parks, etc., as needed

B.3 GUARD RESPONSIBILITIES

Unarmed general security: As a guard tour may be at more than one site and/or the guard may not have access to a telephone, this group is to be bid for:

B.3.1 Guards with contractor-supplied two-way communication with the contractor's operations office or supervisor.

B.3.2 Guards with contractor-supplied transportation,

B.3.3 Guards with both two-way communication and transportation, as in B.3.1 and B.3.2.

B.4 DIRECT SUPERVISION

Contractor or personnel designated by the Department of Recreation and Human Services, at the option of the Department.

B.5 ANTICIPATED HOURS

As needed, although primary anticipated use will be for after-dark security.

B.6 TOTAL ESTIMATED ANNUAL USAGE

750 Hours

SECURITY GUARD SERVICES - ADDENDUM

C. DETAILED SPECIFICATIONS - GROUP C

C.1 AUTHORIZING DEPARTMENT

AUTO POUND

C.2 SITE

Various locations as needed (i.e., Police Auto Pound, Rochester Public Library) Guards may be assigned by any City of Rochester Department, including those specifically mentioned herein, at various locations in the City of Rochester.

C.3 GUARD RESPONSIBILITIES

C.3.1 Various general security, unarmed. Procedures for and duties of the guards will be established by the authorizing Department. Two-way radio communications shall be made available.

C.3.2 As in C.6.2, unarmed with full dress uniform, either para-military (police-style) or civilian security style, as directed.

C.4 DIRECT SUPERVISION

Contractor or personnel designated by the authorizing Department at the option of the Department.

C.5 ANTICIPATED HOURS

As needed. Individual assignments shall be no less than four (4) hours in duration, and notice shall be given to the contractor not less than four (4) hours before required starting time.

Hours are from 11:00 pm to 7 am every day of the year. Every other month an Auto Auction is held on Wednesdays. Two guards are required from 11:30 am to 6 pm.

C.6 TOTAL ESTIMATED ANNUAL USAGE

C.6.1 Unarmed – 3,500

SECURITY GUARD SERVICES - ADDENDUM

D. DETAILED SPECIFICATIONS - GROUP D

D.1 AUTHORIZING DEPARTMENT

VARIOUS

D.2 SITE

Various locations as needed (i.e., Rochester Public Library)

Guards may be assigned by any City of Rochester Department, including those specifically mentioned herein, at various locations in the City of Rochester.

D.3 GUARD RESPONSIBILITIES

D.3.1 Various general security, unarmed. Procedures for and duties of the guards will be established by the authorizing Department. Two-way radio communications shall be made available.

D.3.2 As in C.6.2, unarmed with full dress uniform, either para-military (police-style) or civilian security style, as directed.

D.4 DIRECT SUPERVISION

Contractor or personnel designated by the authorizing Department at the option of the Department.

D.5 ANTICIPATED HOURS

As needed. Individual assignments shall be no less than four (4) hours in duration, and notice shall be given to the contractor not less than four (4) hours before required starting time.

D.6 TOTAL ESTIMATED ANNUAL USAGE

D.6.1 Unarmed - 4000 hours

D.6.2 Unarmed, dress uniform - 20 hours

SECURITY GUARD SERVICES - ADDENDUM

E. DETAILED SPECIFICATIONS - GROUP E

E.1 AUTHORIZING DEPARTMENT

Office of Special Events, Department of Parks, Recreation, and Human Services.

E.2 SITE

VARIOUS

E.3 GUARD RESPONSIBILITIES

Various general security: Procedures and duties of the guards will be established by the Authorizing Department. Two-way radio communication shall be made available.

E.4 DIRECT SUPERVISION

Office of Special Events, Department of Parks, Recreation, and Human Services.

E.5 ANTICIPATED HOURS

As needed. Individual assignments shall be no less than four (4) hours in duration, and notice shall be given to the contractor not less than four (4) hours before required starting time.

E.6 TOTAL ESTIMATED ANNUAL USAGE:

100 hours.

SECURITY GUARD SERVICES - ADDENDUM

DETAILED SPECIFICATIONS - GROUP F

F.1 AUTHORIZING DEPARTMENT

Bureau of Parking

F.2 SITE

Court St. Garage
Crossroads Garage
High Falls Garage
Mortimer St. Garage
Sister Cities Garage
Washington Square Garage
Wadsworth Lot
East End Garage
Midtown Garage
Additional sites as requested.

F.3 GUARD RESPONSIBILITIES

General security, to include assistance with traffic control, customer service and courtesy enforcement. Guards must be visible, walking garages on an hourly basis.

Two-way radio communication shall be made available.

F.4 DIRECT SUPERVISION

Bureau of Parking.

F.5 ANTICIPATED HOURS

| | <u>M-F</u> | <u>Daily Guard Needs</u> |
|----------------------|----------------|--------------------------|
| Court Street Garage | 6:30 am-10 pm | 1 guard 15.5 hours/day |
| Washington Square | 6am-10pm | 1 guard 16 hours/day |
| Sister Cities Garage | 6:30 am-10 pm | 1 guard 15.5 hours/day |
| Mortimer Street | 24 hours daily | 1 guard 24 hours daily |
| Crossroads Garage | 6am-10pm | 1 guard 16 hours/day |
| High Falls Garage | 7am -7:30pm | 1 guard 13 hrs /day |
| Midtown Garage | 24 hours daily | 3 guards 24 hrs/day |
| East End | 24 hours daily | 2 guards 24 hrs/day |

SECURITY GUARD SERVICES - ADDENDUM

| | <u>Saturday</u> | <u>Saturday Guard Needs</u> | <u>Sunday</u> |
|-----------------------|-----------------|-----------------------------|-------------------|
| - Court Street Garage | 8 am -11:30pm | 1 guard 15.5 hours/day | - |
| Washington Square | 8am-10pm | 1 guard 14 hours/day | 0 unless event |
| Sister Cities Garage | 9am-9pm | - | - |
| Mortimer Street | 24 hours | 1 guard 24 hours | 1 guard 24 hours |
| Crossroads Garage | - | - | - |
| High Falls Garage | - | - | - |
| Midtown Garage | 24 hours daily | 3 guards 24 hrs/day | 3 guards 24 hours |
| East End | 24 hours daily | 2 guards 24 hrs/day | 2 guards 24 hours |

F.6 TOTAL ESTIMATED ANNUAL USAGE:

Approximately 59,000 hours.

SECURITY GUARD SERVICES - ADDENDUM

APPENDIX "B"

PREVAILING WAGE RATE SCHEDULE

Prevailing Wage Schedule and List of Employers Ineligible to Bid on or be Awarded any Public Work

Paper copies of the prevailing wage schedule and of the List of Employers Ineligible to Bid on or be Awarded any Public Work will no longer be included with the City of Rochester bid documents. A paper copy of the current documents will be provided to the successful bidder(s) upon award of the contract.

The prevailing wage schedule and the List of Employers Ineligible to Bid on or be Awarded any Public Work for this contract are available on the New York State Department of Labor's website. They can be accessed by visiting the New York State Department of Labor's website at:

<http://wpp.labor.state.ny.us/wpp/doFindProject.do?method=showIt>

and entering the assigned PRC# at the proper location on the website. The PRC# can be found on the PW-200 form which immediately follows this page.

Contractors and subcontractors must pay laborers, workers, and mechanics employed in the performance of a public work contract not less than the most current prevailing rate of wages and wage supplements (fringe benefits).

The City of Rochester will not be responsible for any of the contractor's increased labor costs which result from deficits in the prevailing wage schedule provided, or from amendments to the prevailing wage schedule, whether that increase occurs before advertisement, before bid opening, before award of the contract, after the contract has been let, or during construction. No change in the contract price shall be allowed to the contractor for any such increases.

Information about current wage rates may be obtained on an advisory basis by contacting the City of Rochester Contract Administration office at (585) 428-7398.



Andrew M. Cuomo, Governor

Peter M. Rivera, Commissioner

City of Rochester
David Crocker, Contract Administrator
Dept. of Finance
City Hall, Room 106-A
30 Church St.
Rochester NY 14614-1282

Schedule Year 2013 through 2014
Date Requested 10/09/2013
PRC# 2013500162

Location Various Locations
Project ID#
Occupation Type(s) Guards, Watchmen

PREVAILING WAGE SCHEDULE FOR ARTICLE 9 PUBLIC WORK PROJECT

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

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

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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