

**REQUEST FOR PROPOSAL (RFP) # 2020 - 06**

**REQUEST FOR PROPOSALS FOR SECURITY GUARD SERVICES AT VARIOUS PROPERTIES OWNED OR MANAGED BY THE MUNICIPAL HOUSING AUTHORITY FOR THE CITY OF YONKERS**

The Municipal Housing Authority for the City of Yonkers (“MHACY”) is soliciting proposals from qualified firms for Security Guard Services for MHACY at various sites as specified in this Request for Proposals (“RFP”).

This RFP package contains submission requirements and terms and conditions and other pertinent information for submitting a proper and responsive proposal. This RFP is the only information provided to prospective bidders (hereinafter “Responders” or “Respondents”) and is available online starting October 13, 2020 at [www.mhacy.org](http://www.mhacy.org).

**There will be a site tour for interested parties on October 21, 2020 at 1 P.M. starting at 1157 Central Park Avenue, Yonkers, NY. The RFP questions deadline is October 23, 2020 at 11:00AM Eastern Standard Time (EST)**. **Any and all questions must be emailed to Juaquin Padilla at bids**[**@mhacy.org**](mailto:@mhacy.org) **by the deadline.** **No telephone calls and/or written communication sent via mail will be accepted.**

**Proposals must reach MHACY no later than 3:00 PM (EST) on November 2, 2020. Late submissions will be handled in accordance with the provisions in Form HUD-5369B.**

**Proposals will be evaluated on the criteria stated in the RFP. Negotiations may be conducted with contractors who have a reasonable chance of being selected for the award. After evaluation of the proposal revision, if any, the contract will be awarded to the responsible firm(s) whose qualifications, price and other factors are considered to be the most advantageous to MHACY.**

**MHACY reserves the right to reject any and all proposals and waive any irregularities or informalities if it is in MHACY’s best interest to do so. MHACY reserves the right to cancel this RFP or to reject, in whole or in part, any and all proposals received in response to this RFP, upon its determination that such cancellation or rejection is in the best interest of MHACY.**

**MHACY is an Equal Opportunity Employer and does not discriminate on the basis of race, sexual orientation, color, national origin, sex, religion, age, disability, or family status. MHACY solicits and encourages the participation of minorities and small businesses in procurement.**

**Contact, related to this procurement, with members of MHACY’s Board of Commissioners, or MHACY’s officers and/or employees other than the contact person show above, during the procurement process could result in disqualification of a proposal.**

Wilson Kimball

President & CEO

Municipal Housing Authority for the City of Yonkers

1511 Central Park Avenue

Yonkers, New York 10710

Project No. 2020-06

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**SECTION 1 INSTRUCTION TO RESPONDENTS**

**1.1. INTRODUCTION**

The Municipal Housing Authority for the City of Yonkers (“MHACY”) is a municipal housing authority duly authorized and validly existing under the laws of the State of New York operating under Federal and State housing laws. MHACY owns and manages a wide variety of properties, administers a Housing Choice Voucher Program, to provide affordable, stable, decent and safe housing opportunities within the City of Yonkers, New York. In pursuing our mission we work collaboratively with federal and state officials, and with the City of Yonkers, as their participation and assistance is essential in addressing the housing needs of families with very low income.

MHACY’s Board of Commissioners (the “Board”) has ultimate authority over the MHACY’s policies and procedures. Five Commissioners are appointed by the Mayor of Yonkers and two are elected by MHACY’s residents. The mayoral appointments serve for five years. The elected Commissioners – one to represent the Family Sites and one to represent the Senior Sites – are elected for a two year term. The Board while autonomous is responsible to the U.S. Department of Housing and Urban Development.

The Municipal Housing Authority for the City of Yonkers invites bidders to submit bids in accordance with the outlines and specifications contained in this RFP. This RFP contains specific requests for information. In responding to this RFP, bidders are encouraged to provide any additional information they believe is relevant.

The purpose of this procurement is to select a contractor for the provision of security guard services at various sites it owns and/or manages, as specified in this Request for Proposals (“RFP”). Specifically, the Authority is seeking to provide unarmed security guard services at four permanent (4) posts, along with one (1) Marked Mobile Patrol Supervisor post that will be responsible for the supervision of the security guard staff and assure the safety and security of the tenants and property at all MHACY owned and/or managed sites throughout the City of Yonkers. All posts are to be manned twenty-four (24) hours a day and all guards must be in uniform. A list of the sites is included in “**Exhibit A**” as are specifications and additional requirements.

The intent of this RFP is to award a contract to the responsible firm whose qualifications, price and other factors considered, are the most advantageous to the Authority.

MHACY reserves the right to add/remove related services not specifically named in this RFP. MHACY may make multiple contract awards as a result of this RFP.

**2. SEQUENCE OF EVENTS**

Event Date

Release of RFP October 13, 2020

Site Tour October 21, 2020 at 1 P.M. from

1157 Central Park Ave

Submission of Questions October 23, 2020 at 11:00 A.M.

Bid Submission November 2, 2020 by 3:00 P.M.

Bid Evaluation November 3, to November 5, 2020

Contract Award November 6, 2020

The selection date is subject to extension at the discretion of the MHACY. The effective date of the contract is tentative as it is dependent on the selection date and the length of time for processing the contract.

The events identified in the schedule above are briefly described below.

1. **RFP Questions. The RFP questions deadline is October 23, 2020 at 11:00A.M. Eastern Standard Time (EST)**. **Any and all questions must be emailed to Juaquin Padilla at** [**bids@mhacy.org**](mailto:bids@mhacy.org) **by the deadline.** **No telephone calls and/or written communication sent via mail will be accepted.**
2. **Submission of Bids**. One (1) sealed, signed copy of the Bid Form and supporting documentation shall be submitted to the MHACY at its Central Park Avenue address. Bids shall be in the format specified in Paragraph 5 of this RFP and signed by the authorized representative of the bidder. See Attachment B for “Bid Form”. Bids will be time-stamped upon receipt.

All bids shall be submitted in sealed envelopes clearly marked “**Bid for Provision of Security Guard Services at Various MHACY Properties”**.

Bids shall be addressed to:

Wilson Kimball, President & CEO

Municipal Housing Authority for the City of Yonkers

1511 Central Park Avenue

Yonkers, New York 10710

1. **Sealed Bids.** A bid may be modified by a bidder prior to the deadline for submission of bids by delivery of a written modification to the above address. The sealed envelope shall be marked **“Modification to Bid for Provision Security Guard Services at Various MHACY Properties”** and list the name and address of the bidder.

A bid may be withdrawn prior to the deadline for submission of bids by delivering written notification to Wilson Kimball, President & CEO, Attention: Juaquin Padilla.

Bids will be opened publicly and recorded immediately thereafter at 3:00 p.m. on October 28, 2020 at the first-floor conference room at 1511 Central Park Avenue.

1. **Evaluation of Bids.** Bids will be evaluated by MHACY staff using criteria listed in Paragraph 6 of this RFP.
2. **Selection of Bidder.** The contractor selected to perform the work and those contractors not selected will be notified by the MHACY. Selection does **NOT** constitute an obligation to contract with the successful bidder.
3. **Equal Bids.** In the event that equal low bids are received from responsible bidders, selection will be made by random method (drawing lots).

**3. AMENDMENTS TO RFP**

Amendments (addenda) to this RFP shall be in writing and shall be mailed electronically or by United States Postal Service to all individuals who received the RFP. Amendments shall be distributed with sufficient time to allow bidders to consider the amendments in preparing their bids. If necessary, the deadline for submission of bids will be extended by an amendment.

The written acknowledgment form mailed with the amendment shall be completed by the bidder and submitted with the bid as evidence of receipt of the amendment or shall be noted on the Bid Form.

**4. CANCELLATION OF RFP — REJECTION OF BIDS**

MHACY reserves the right to cancel this RFP at any time and for any reason.

Any bid may be rejected in whole or in part when it is in the interest of the MHACY to do so. MHACY shall not be responsible for the payment of any costs incurred by the bidder in the preparation or submission of a bid.

The issuance of this RFP, the receipt of a bid or the selection of a bidder in no manner obligates MHACY to the eventual purchase of services. This process is solely at the discretion of MHACY and may be terminated by MHACY without penalty or obligation at any time prior to the signing of a written contract.

**5. BID FORMAT**

Bidders shall use the Bid Form (Attachment B) and include the following additional information in their bid:

1. **Description and Manner in Performing the Work.** The bidder shall provide a description of the equipment and process and methods that will be employed to provide the services described in the Scope of Work in “**Exhibit A**” of this RFP.
2. **Delivery of Service.** The bidder shall state the anticipated delivery schedule for the work to be performed.
3. **Related Experience and Qualifications.** The bidder shall include in the bid prior experience and qualifications related to accomplishing the Scope of Work contained in “**Exhibit A**” of this RFP; list at least three (3) contact names and phone numbers of prior clients, including government clients, if appropriate, that may be called for references; and note prior experience with buildings that are similar in size and scope of work to this project.

**6. EVALUATION. Bids will be evaluated upon the criteria set forth below, based upon a possible score of 100 points:**

|  |  |  |
| --- | --- | --- |
| **Criteria** | **Maximum Points** | **Points** |
| Conformity to specifications | 5 |  |
| Respondents capability to meet the contract requirements | 25 |  |
| Availability of facilities and/or equipment | 20 |  |
| Past and present work history as required in proposal | 30 |  |
| Price | 20 |  |
| **Total Points** | **100** |  |

During proposal evaluation, MHACY reserves the right to call for supplementary information from Responders and to meet with all or any one of them to clarify points of uncertainty or ambiguity. Responders agree to cooperate fully and promptly in providing such supplementary information or meeting requirements.

Proposals will be evaluated and ranked according to points received. MHACY, in its sole discretion, may invite selected Responders for an interview. Responders should be prepared to discuss the proposed scope of work, including availability of equipment and staffing, accounting and payment procedures, schedules, qualification of subcontractors proposed for portions of the work, and such other items as are directly related to the proposal.

MHACY also reserves the right to obtain clarification of any point in a Responder’s proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of an Offeror to respond to such a request for additional information or clarification could result in rejection of the Responder’s proposal.

All selected Offerors will be invited to negotiate all aspects of the fee proposal to arrive at a firm and reasonable cost as determined by MHACY.

**7.0 Submission Requirement Summary**

Proposals, whether hand delivered or mailed shall be delivered directly to:

**The Municipal Housing Authority for the City of Yonkers**

**1511 Central Park Avenue**

**Yonkers, NY** **10710**

With the following clearly noted on the lower left side of the submission envelope

**Request for Proposals/Invitation to Bid – RFP/RFP 2020-06**

**The Municipal Housing Authority for the City of Yonkers**

**Provision of Bid for Provision of Security Guard Services at Various MHACY Properties**

**Attn: Juaquin Padilla**

### RFP Sealed Bid Opening

Sealed bids will be opened at 3pm and recorded immediately thereafter on November 2, 2020 at the offices of the Municipal Housing Authority for the City of Yonkers at 1511 Central Park Avenue, Yonkers, NY 10710.

Required RFP/Bid Submittals

The following is a description of the minimum information which must be supplied by each contractor in their sealed bid package. Contractors are allowed to give such supplementary facts or materials that they consider may be of assistance in the evaluation of the proposal submitted. Proposals that omit critical elements may be considered nonresponsive. Proposal packages must contain, at a minimum, the following information and materials:

* Manufacturing specification sheet on all proposed equipment to be used on the project.
* Completed bid forms that are contained in the Attachments to the RFP– Exhibit A [initialed] and Attachments, B, C, & D [signed]
* Electronic copy of your proposal on a CD, DVD or flash drive.
* An initialed copy of each page of the RFP showing you have read the conditions and understand them, attach a page of exceptions, if any.
* A proposed project schedule broken out by calendar weeks and months from the date of notice to proceed to project commencement and acceptance by the MHACY.

**SOCIOECONOMIC CONSIDERATION:** MHACY encourages and gives preference to companies located in or owned by persons residing in a public housing development (commonly referred as Section 3 companies). MHACY’s

Affirmative Purchasing Policy also encourages bids from all small businesses including minority and woman owned businesses.

A section 3 Business is a New York business at least 51% or more owned by a Section 3 resident or:

* The New York registered business must have at least 30% permanent full-time employees that are Section 3 residents or that within the past 3 years were section 3 residents
* A Section 3 resident is a public housing resident in Yonkers with an income no greater than 80%of the median income for Yonkers.

**SECTION 2 SCOPE OF WORK**

The Municipal Housing Authority for the City of Yonkers is seeking proposals from qualified and experienced firms to provide Security Guard Services for MHACY at various sites as specified in this Request for Proposals and as more fully described in “**Exhibit A**”. In order to be considered eligible for this RFP, each Respondent must be able to provide licensed, unarmed security guards in accordance with the requirements contained in this RFP.

The selected proposer shall be required to provide insurance in the amounts set forth below naming MHACY as an additional insured.

**Insurances**. In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of this contract:

**i.) General Liability Insurance**. An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of $1,000,000 each occurrence, general aggregate minimum limit of $1,000,000, together with damage to premises and fire damage of $50,000 and medical expenses any one person of $5,000), with a commercially reasonable deductible (e.g. “commercially reasonable,” meaning not greater than 1% of the “general aggregate minimum” of the policy, with a maximum deductible amount of $50,000;

**ii.) Professional Liability Insurance**. An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of $1,000,000 each occurrence, general aggregate minimum limit of $1,000,000), with a commercially reasonable deductible (e.g. “commercially reasonable,” meaning not greater than 1% of the “general aggregate minimum” of the policy, with a maximum deductible amount of $75,000;

**iii.) Automobile Liability Insurance**. Automobile Liability coverage in a combined single limit of $1,000,000. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than $100,000/$300,000 and medical pay of $5,000, with a deductible not greater than $5,000.

**iv.) Worker's Compensation Insurance**. Worker’s compensation coverage evidencing carrier and coverage amount.

**v.) Certificates/Endorsements**. The Contractor shall provide to the Agency with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-referenced insurance coverage, including naming the Agency as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof. All insurance shall be carried with companies which are financially responsible and admitted to do business in New York State. If any such insurance is due to expire during the contract period, the Contractor and subcontractors shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be cancelled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer. Insurance certificate(s)/endorsement(s) shall be delivered to the following person representing the Agency:

Municipal Housing Authority for the City of Yonkers

Attention: Lakisha Collins-Bellamy, Esq.

1511 Central Park Avenue, Yonkers, NY 10710

**SECTION 3 QUALIFICATION STATEMENT**

**See Attachment A, Parts 1 and 2, which must be completed and included in your bid package.**

**SECTION 4 PRICE SHEET**

Respondents are required to provide a complete fee schedule inclusive of all potential costs associated with delivering the full range of services required on its Price Sheet. The Respondent shall provide a description of the equipment and process and methods that will be employed to provide the services described in the Scope of Work Section of this RFP.

Any and all costs not specifically provided for in the proposal response will be borne by the Respondent. **FEES TO REMAIN FIRM.** Fees must remain firm for the duration of the contract. Any and all costs not specifically stipulated will be borne by the Respondent.

**ALL PRICE SHEETS MUST BE SIGNED AND CONTAIN THE FOLLOWING LANGUAGE:**

The Undersigned agrees to hold its offer open for 90 days from the date of RFP opening.

Signed by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Company or Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SECTION 5 GENERAL TERMS AND CONDITIONS**

The contract between the MHACY and a successful bidder shall contain substantially the following terms and conditions. By submitting the Bid Form, the bidder agrees to these terms and conditions and the terms and conditions contained in Form HUD 5370 attached hereto and made a part hereof.

1. **Scope of Work.** This portion of the contract will be drafted following the selection of an individual to perform the services. It will incorporate the Scope of Work in “**Exhibit A**” of this RFP and the description of products and services from the bidder's bid.
2. **Compensation.** The total “lump sum” bid price for completion of all activity set forth in the Project Scope. Compensation shall not exceed the limit specified in the contract for services provided for which the contractor is liable. The lump-sum price shall be specified in the contract. With each application for payment, the selected contractor shall submit waivers of mechanic’s lien(s) from any entity lawfully entitled to file a mechanic’s lien arising out of the work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage (if any), on each item.

2. When an application shows completion of an item, submit conditional final or full waivers.

3. MHACY reserves the right to designate which entities involved in the work must submit waivers.

4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.

5. Waiver Forms: Submit executed waivers of lien on forms acceptable to MHACY. 6. The selected vendor shall indemnify and hold harmless MHACY, its officers, directors and employees from and against any and all actions, claims, and demands arising out of or related to the filing of mechanic’s liens against any MHACY property filed by the vendor’s contractors or subcontractors, as the case may be. In the event that a mechanic’s lien is filed in connection with the work, vendor shall secure a release or bond-off the lien claim within thirty (30) days of its filing.

1. **Term.** It is anticipated that the contract shall be for the period November 19, 2020 through November 18, 2023, unless otherwise extended modified, terminated or renewed by the parties as provided for within this contract. The parties shall have the option to extend the term of the agreement by two (2) additional one (1) year terms upon the mutual consent of the parties.
2. The contract shall be effective on the date that the last of the parties to the contract signs the contract and will terminate as set forth in the contract a sample of which is attached hereto as “**Exhibit B”**.
3. **Termination.** The contract may be terminated by either of the parties upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. A party may not nullify obligations or liabilities already incurred for performance or for failure to perform prior to the date of termination.
4. **Status of Contractor.** The contractor is an independent contractor performing services for the MHACY and is not an employee of the State of New York (“State”). The contractor shall not accrue leave, retirement, insurance, bonding, or use of MHACY vehicles or any other benefits afforded to employees of the MHACY by virtue of the contract.
5. **Assignment.** The contractor shall not assign or transfer any interest in the contract or assign any claims for money due or to become due under the contract without the prior written approval of the MHACY which consent may be withheld, conditioned or delayed. An approved assignment or transfer shall include a provision that binds the assignee or transferee to all terms and conditions of the contract.
6. **Subcontracting.** The contractor shall not subcontract any portion of the services to be performed under the contract without the prior written approval of the MHACY which consent may be withheld, conditioned or delayed.
7. **Records and Audit.** The contractor shall maintain detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the MHACY and State and / or Federal Auditors. The MHACY shall have the right to audit billings both before and after payment. Payment under the contract shall not foreclose the right of the MHACY to recover excessive or illegal payments.
8. **Release.** The contractor shall, upon final payment of the amount due under the contract, release the MHACY and, its officers, directors and employees from all liabilities, claims and obligations arising from or under the contract.
9. **Authority.** The contractor agrees not to purport to bind the MHACY to any obligation not assumed in the contract by the MHACY, unless the contractor has express written authority from the MHACY to do so, and then only within the strict limits of that authority.
10. **Conflict of Interest.** The contractor shall warrant that the contractor has no interest and shall not acquire any interest, direct or indirect, that does or would conflict in any manner or degree with the performance of services required under the contract. The contractor shall further warrant that the contractor will not violate the provisions of City of Yonkers or State laws by entering into the contract.
11. **Amendment.** The contract shall not be altered, changed or amended except by an instrument in writing executed by the parties.
12. **Merger.** The contract shall incorporate all of the agreements, covenants and understandings between the parties concerning the subject matter. No prior agreement or understanding, verbal or otherwise, of the parties shall be valid or enforceable unless embodied in the contract.
13. **Applicable Law.** The contract shall be governed by the laws of the State of New York.
14. **Appropriation.** The terms of the contract are contingent upon sufficient appropriations and authorization being made available to the MHACY for the purposes of project completion. If sufficient appropriations and authorization are not made by project financing sources, the contract shall, notwithstanding the provisions of any other section of the contract, terminate immediately upon the contractor's receipt of written notice of termination from the MHACY. The MHACY's decision as to whether sufficient appropriations and authorization are made shall be accepted by the contractor and shall be final.
15. **Notice.** The MHACY Procurement Policy imposes civil and criminal penalties for its violation. In addition, the New York criminal statutes impose felony penalties for bribes, illegal gratuities and kickbacks.
16. **Equal Opportunity Compliance.** Contractor shall agree to comply with all federal and state laws pertaining to equal employment opportunity. In accordance with all such laws, the contractor shall agree to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity performed under the Contract. If the Contractor is found not to be in compliance with these requirements during the life of the Contract, the Contractor shall agree to take appropriate steps to correct these deficiencies.
17. **Indemnity.** The contractor shall hold harmless and indemnify the MHACY, its officers, directors and employees against any injury, loss or damage, including cost of defense, arising out of the negligent acts, errors or omissions of the contractor and subcontractors and anyone directly or indirectly employed by any of them.
18. **Insurance.** Contractor shall purchase and maintain insurance for protection from claims that may arise out of the contractor's operations under the contract, including operations by the contractor and subcontractors and anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable as set forth herein. The certificate of insurance shall name MHACY an additional insured on all policies and a copy shall be filed with the MHACY prior to commencement of the work.
19. **Minimum Wage Rate Determination.** The MHACY anticipates a bid and subsequently entering into a contract with the successful bidder in excess of twenty-five thousand dollars ($25,000). Under Federal law the provisions of the Davis Bacon and Related Acts, (“DBRA”) requires that the Contractor and all subcontractors to pay Federal Davis Bacon prevailing wages to all trade workers on the project. A preliminary wage decision which is the current wage decision for Westchester County, New York is attached to provide bidders with approximate wage and fringe benefit data to be utilized in arriving at the contractor’s bid price. This wage decision will be updated with a final wage decision that will be in effect on the day that the construction contract is signed and the contractor is given a notice to proceed.
20. **Elations Systems Utilization.** As a component of its procurement process, the MHACY has adopted a policy of requiring the successful bidder/contractor on construction contracts to utilize the “Elations Systems” wage reporting system for assuring strict compliance with DBRA requirements for all contracts in excess of $100,000. It is recommended that prospective bidders contact Elations Systems at: *https://www.elationsys.com/* or by phone to determine pricing for the proposed project.
21. **Performance and Payment Bonds**. Intentionally Omitted.
22. **Required Project Close Out Manuals.** Intentionally Omitted.

**Exhibit A**

**SCOPE OF WORK**

**(This Scope is Subject to Change Based Upon Actual Conditions During the Agreement)**

**Ross F. Calcagno Homes** **(aka “Calcagno” and/or School Street) at School & Brook Streets**

**Post#1 (Main Entrance)**

Twenty-four (24) hour day coverage for one (1) Uniformed Security Guard post to conduct access control and directional instruction to vehicle and pedestrian traffic for residents, MHACY staff, visitors, vendors, contractors and emergency personnel. The Guard must obtain and check identification documentation for all visitors, vendors and contractors. Everyone entering the property must produce a physical identification card to the Guard to gain entry. The Guard must have in their possession, at all times, a working two-way radio with a recommended minimum strength of 4 watts to penetrate concrete walls during a shift.

**Post #2 (Rear Gate)**

Sixteen (16) hour day coverage (**1500hrs – 2300hrs & 2300hrs-0700hrs)** for one (1) Uniformed Security Guard post to conduct access control and directional instruction to vehicle and pedestrian traffic for residents, MHACY staff, visitors, vendors, contractors be directed to main entrance. The Guard must obtain check identification documentation for all visitors, must perform 3 property checks including buildings. The Guard must have in their possession, at all times, a working two-way radio with a recommended minimum strength of 4 watts to penetrate concrete walls during a shift.

**Palisade Towers** at 1-8 Schroeder Street

**Post #3 (Main Entrance)**

Twenty-four (24) hour day coverage for one (1) Uniformed Security Guard post to conduct access control and directional instruction to vehicle and pedestrian traffic for residents, MHACY staff, visitors, vendors, contractors and emergency personnel. The Guard must obtain check identification documentation for all visitors, vendors and contractors. Everyone entering the property must produce a physical identification card to the Guard to gain entry. The Guard must have in their possession, at all times, a working two-way radio with a recommended minimum strength of 4 watts to penetrate concrete walls during a shift.

**Post #4 Rover**

Sixteen (16) hour day coverage (**1500hrs – 2300hrs & 2300hrs -- 0700hrs)** for one (1) Uniformed Security Guard post to conduct property checks to include buildings at both Palisade and Walsh Road. Provide assistance to Post #3 as needed. The Guard must have in their possession, at all times, a working two-way radio with a recommended minimum strength of 4 watts to penetrate concrete walls during a shift.

**Mobile Patrol Supervisor**

Must perform supervisory duties primarily between Palisade Towers and Calcagno with such additional supervisory duties as necessary at the other MHACY managed properties (Hall Homes, Cottage, Curran Court, Flynn ex.). The Mobile Patrol Supervisor must have in their possession, at all times, a working two-way radio with a recommended minimum strength of 4 watts to penetrate concrete walls during a shift.

**2.1. WORK, EQUIPMENT & PRICING**

The objective of these services will be to safeguard the property, residents, visitors and associates who enter the as property owned and/or managed by MHACY. Contractor shall impress upon its personnel that their primary duty and responsibility is to safeguard the residents as well as property in and around the property as property owned and/or managed by MHACY.

Contractor is expected to furnish all uniforms, materials, equipment, and vehicles necessary to satisfactorily perform security guard service in accordance to this RFP.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| https://apps.labor.ny.gov/wpp/images/spacer.gif | https://apps.labor.ny.gov/wpp/images/spacer.gif | https://apps.labor.ny.gov/wpp/images/spacer.gif | https://apps.labor.ny.gov/wpp/images/spacer.gif | https://apps.labor.ny.gov/wpp/images/spacer.gif | https://apps.labor.ny.gov/wpp/images/spacer.gif | https://apps.labor.ny.gov/wpp/images/spacer.gif | https://apps.labor.ny.gov/wpp/images/spacer.gif | https://apps.labor.ny.gov/wpp/images/spacer.gif | https://apps.labor.ny.gov/wpp/images/spacer.gif |
| **JOB DESCRIPTION**  Guards, Watchmen | | | | | | | **DISTRICT**  10 | | |
| **ENTIRE COUNTIES** | | | | | | | | | |
| Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester | | | | | | | | | |
| **WAGES** | | | | | | | | | |
| Per hour: | |  | 07/01/2020 |  | | | | | |
|  | | | | | | | | | |
|  |  |  | $ 17.94 |  | | | | | |
|  | | | | | | | | | |
| IMPORTANT INFORMATION: | | | | | | | | | |
| Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law. | | | | | | | | | |
| **SUPPLEMENTAL BENEFITS** | | | | | | | | | |
| Per hour: | |  | $ 2.25 |  | | | | | |
| **OVERTIME PAY** | | | | | | | | | |
| See (B, B2) on OVERTIME PAGE | | | | | | | | | |
|  | | | | | | | | | |
| **HOLIDAY** | | | | | | | | | |
| Paid: | | See (1) on HOLIDAY PAGE | | | | | | | |
| 10-NYS/R&S | | | | | | | | | |
|  | | | | | | | | | |

**2.2. EQUIPMENT LIST:**

Contractor shall provide a full equipment list as required above with their proposal.

Equipment list shall include details of the equipment, quantities of each piece of equipment, and the general work the equipment is used for.

**2.3. WORK HOURS:**

As outlined herein.

**2.4 SERVICE UNITS:**

As outlined herein.

**2.5. REQUIRED REPORTS**: All security personnel must complete a Daily Activity Report (DAR). Each (DAR) is to have an hourly entry of Post Conditions and Safety concerns that will include but not be limited to weather, slippery walkways, and the location of lights that are out and/or missing, vandalism, and hazardous conditions and must include notations as to each Property Check conducted. Each DAR shall be reported by the Project Manager to the MHACY Contract Administrator and appropriate MHACY staff for repair.

All security personnel must complete an incident report when an incident accrues. Incident reports are to have ONLY specific details of incident to include but are not limited to: Time of incident, Time of Supervisor Contact, Type of incident, Location of incident, Persons involved, Time of emergency contact, and Time of MHACY contact.

**2.6. REQUIRED TRAINING: All guards must be Trained and Certified in accordance to the New York State Security Act of 1992 and bi-annually certified in First Aid, CPR and the use of an AED.**

**2.7. PERSONNEL**

Contractor shall be responsible for having sufficient and adequately qualified personnel who have demonstrated expertise in unarmed security operations.

1. **CONTRACTOR/COMPANY RESPONSIBILITIES**
2. Contractor shall provide appropriately equipped (including a working two-way radio with a recommended minimum strength of 4 watts to penetrate concrete walls for each employee during a shift) and trained personnel, with background inspections completed according to MHACY’s specified eligibility criteria.
3. Must have sufficient security personnel to meet MHACY’s needs during scheduled hours.
4. Provide MHACY’s designated representative with the names of all security guard personnel performing under the contract and submit updated information as changes occur in a timely manner.
5. Provide documentation to MHACY’s designated representative verifying that all guards assigned to MHACY property meet or exceed the minimum requirements stipulated in this RFP.
6. Ensure that security guards are on time, properly attired and conduct themselves in a professional manner during their scheduled shift at the properties managed or owned by MHACY.
7. Upon written request from the MHACY Contract Administrator to the Project Manager, Company shall provide additional security guard(s) at the site requested by the MHACY Contract Administrator. In such event, Company shall be paid at the then applicable Overtime Rate for Guards Watchmen established by the New York State Department of Labor for District
8. **SECURITY GUARDS’ REQUIREMENTS**
9. Must be fluent in English and be able to communicate effectively both verbally and in writing.
10. Must be licensed as stipulated in this RFP.
11. Must be able to safely perform the duties assigned without posing a direct threat to the health and safety of others.
12. Must behave in a professional and respectful manner at all times.
13. **SECURITY GUARDS’ RESPONSIBILITIES**
14. Circulate throughout the buildings and property to maintain an orderly atmosphere and perform related duties as required including protecting materials, equipment, residents, the public, and premises.
15. Prevent unauthorized access to restricted areas.
16. Provide appropriate information in response to inquiries from visitors or guests.
17. Act in a courteous and professional manner at all times.
18. Survey facilities for problems of security (including non-functioning light bulbs and vandalism) and hazardous conditions and report them to appropriate MHACY staff for repair.
19. Intercept anyone activating electronic security system and discover reason for alarm.
20. Maintain up-to-date and continuous security inventory of facilities.
21. Maintain records of security matters, key logs, staffing schedules, and security checklists.
22. Enforce property rules, policies, and safety regulations and maintain order using good judgement and discretion.
23. Investigate any unusual or unauthorized activity, notify the police and prepare related report logs.
24. Use nonviolent crises intervention techniques to diplomatically confront unauthorized persons and immediately call police when necessary.
25. Expel unruly persons and call police for more serious offenders.
26. Communicate effectively with the public and MHACY personnel.
27. Notify supervisors of possible emergency conditions.
28. Notify supervisors of incidents and prepare appropriate reports.
29. Exercise crowd control and prevent large crowds from forming.
30. Be neatly groomed in an approved uniform and properly equipped at all times.
31. Report to the designated location on time and will remain on duty until the end of the shift or until properly relieved.
32. Monitor security cameras installed, or to be installed, throughout the Property from their post including notification to their supervisors of any conditions and/or incidents, including preparing appropriate reports resulting from such monitoring.
33. **MINIMUM QUALIFICATION AND EXPERIENCE**

To be eligible to respond to this contract, the contractor must demonstrate that the firm has sufficient capabilities, resources and experience to provide the Services under this contract agreement. Any contractor that fails to meet all the following minimum qualification requirements may be noted as “NON-RESPONSIVE”. Those qualifications are as follows:

1. Contractor shall be licensed to do business in the State of New York.
2. All guards assigned to MHACY facilities must have a valid NYS security guard license.
3. All guards assigned to MHACY facilities must have, an unarmed security guard license and contractor must submit proof of such license for each guard assigned to MHACY.
4. References: Contractor must submit at least three (3) references for clients which the contractor has provided services similar to those requested by this RFP. If available, contractor should include references for similar services provided to public agencies including agencies similar to MHACY.
5. Personnel may not be employed under this contract if they have ever been convicted of any felony sexual violation and/or lewd behavior charges, any felony convictions, or have had any military conduct resulting in dishonorable or bad conduct discharge and/or dismissal, including as a result of military court martial.

**2.8. SUBCONTRACTORS**

Contractor shall not subcontract any portion of the services to be performed under the Contract without the prior written approval of MHACY which consent may be withheld, conditioned or delayed.

**2.9. SAFETY STANDARDS**

Contractor shall comply with all federal, state and local laws, regulations, permitting and safety standards.

**2.10. CONTACT PERSON**

Contractor shall assign an individual as the Project Manager whose name and cell phone number shall be required prior to commencement of any work activities. Contractor’s Project Manager shall be responsible for assigning and coordinating work, providing status reports of all outstanding work, and handling general contract performance issues.

Contractor’s Project Manager and at least one (1) crew member on each crew shall be capable of communicating (both verbally and in writing) and comprehending the English language. Contractor’s Project Manager and the designated crew member shall be capable of communicating instructions to the other crew members.

Whenever there are changes to the contractor’s Project Manager, the contractor shall submit a new name and cell phone number to MHACY’s Contract Administrator within twenty-four (24) hours. MHACY reserves the right to request a new contractor’s Project Manager be assigned to the project(s) at any time.

MHACY reserves the right to request a change in the contractor representative responsible for performing work if at MHACY’s discretion; the assigned representative is not adequately meeting the needs of MHACY.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| https://apps.labor.ny.gov/wpp/images/spacer.gif | https://apps.labor.ny.gov/wpp/images/spacer.gif | https://apps.labor.ny.gov/wpp/images/spacer.gif | https://apps.labor.ny.gov/wpp/images/spacer.gif | https://apps.labor.ny.gov/wpp/images/spacer.gif | https://apps.labor.ny.gov/wpp/images/spacer.gif | https://apps.labor.ny.gov/wpp/images/spacer.gif | https://apps.labor.ny.gov/wpp/images/spacer.gif | https://apps.labor.ny.gov/wpp/images/spacer.gif | https://apps.labor.ny.gov/wpp/images/spacer.gif |
|  | | | | | | |  | | |

**Attachment B**

**Part 1**

**The Municipal Housing Authority for the City of Yonkers**

**VENDOR DISCLOSURE FORM**

Instructions

This questionnaire will be used in assessing a Bidders Qualification and will be used to determine if bid submitted is from a responsible bidder. MHACY procurement policy requires that contracts be awarded to the lowest responsible qualified bidder. Factors such as past performance, integrity of the bidder, conformity to the specifications, etc., will be used in evaluating bids.

This questionnaire must be completed by an officer who is knowledgeable about the past and present operation of the applicant. A response should be provided to each question. If a particular question does not apply, the response should state “NA” (not applicable). The completed questionnaire must be returned to the address below.

**Juaquin Padilla**

**The Municipal Housing Authority for the City of Yonkers**

**1511 Central Park Avenue**

**Yonkers, NY 10710**

Please answer all questions truthfully, fully and accurately. The company may expand on the answers given or the information submitted by attaching additional pages. Use 8 ½” x 11” paper, marking each page with the firm’s name and Tax ID # (also known as the Employer Identification Number – EIN). Individual contractors that do not have a Tax ID# should enter its Social Security Number. **In the event of changes in ownership, address, circumstances, conditions of status of the firm that would require amending the answers to this questionnaire, the firm should notify the above in writing of such changes within one month after the change has occurred.**

General Identification

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Company Name | | | | | | | | |
| Address |  | | | | | | |  |
| Street Address | | | | | | | | Suite # |
|  | | | | | | |  |  |
| City | | | | | | | State | Zip Code |
| Home Phone | | ( ) | | | Fax Number | ( ) | | |
| E-mail  Address | | |  | | | | | |
| Tax ID # or Social Security # | | | |  | | | | |

1. Has the Company had a change of address in the past five years?

( ) Yes ( ) No

1. Has the Company operated under any other name(s) in the past five years?

( ) Yes ( ) No

1. Does the Company have offices, plants or warehouses at other addresses?

( ) Yes ( ) No

If “yes” to questions 1-3, please provide details below:

|  |  |  |  |
| --- | --- | --- | --- |
| Name | Address | From  (mo/yr) | To  (mo/yr) |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**Business Organization and History**

1. Date the Company was formed \_\_\_/\_\_\_\_/\_\_\_\_
2. Corporate Structure
   1. State in which incorporated:
   2. Number of shares authorized to the corporation:

Number of shares issued to individuals or entities:

* 1. Registered Agent (Lawyer/Incorporator) and date of Incorporation if different than date the Company was formed:

1. Was the Company purchased as an existing business by its present owners(s)?

( ) Yes ( ) No

Date purchased \_\_\_\_/\_\_\_\_/\_\_\_\_

Previous Owner(s) Name(s):

1. Does the Company own, rent or lease any of its facilities?

( ) Own ( ) Lease/Rent

If leased or rented, provide Owner’s Name:

Phone Number:

Address:

1. Does the company share office space, staff, or equipment (including telephone exchanges) with any other business organization?

( ) Yes, list below ( ) No

|  |  |  |
| --- | --- | --- |
| Tax # | Firm Name | Address/Nature of Shared Facilities |
|  |  |  |
|  |  |  |
|  |  |  |

1. Identify all Key People – Complete all required information on all present and past key people for the past five years. Key people include:
   1. Principals, directors, officers
   2. Shareholders of 5% or more of the Company issued stock
   3. Any manager or individual who participates in overall policy-making or financial decisions for the company.
   4. Any person in a position to control and direct the firm’s overall operations.
   5. Signatories to bank accounts and any debt instruments, whether or not otherwise considered key people.

“Shareholders” are owners of stock or other securities that can be converted to stock that, if exercised, would constitute 5% of the company issued stock. Other securities include stock options, secured or unsecured bonds, warrants and rights.

Be sure to include all those who fit the definition of key people for the past five years whether or not they are currently with the company. Copy the table if more space is required.

\* Provide current proper legal name and specify any name change, including maiden or married names or aliases.

Each current key person of the company must file a **notarized** certification on the form attached as Exhibit A.

KEY PEOPLE TABLE – Complete all blank areas

|  |  |  |  |
| --- | --- | --- | --- |
|  | Person #1 | Person #2 | Person #3 |
| \* Name |  |  |  |
| Home Address |  |  |  |
| Date of Birth |  |  |  |
| SS # |  |  |  |
| Title |  |  |  |
| From (date) |  |  |  |
| To (date) |  |  |  |
| % of Ownership |  |  |  |
| Number of Shares Owned |  |  |  |
| How Shares Were Acquired |  |  |  |

1. Number of employees (not including key people):
2. At present or during the past five years:

|  |  |
| --- | --- |
| At present or during the past five years: | Yes/No |
| Has the company been a subsidiary of any other firm? | ( ) Yes ( ) No |
| Has the company consisted of a partnership in which one or more partners are from other firms? | ( ) Yes ( ) No |
| Has any other person or firm owned 5% or more of the company? | ( ) Yes ( ) No |
| Has the company joint ventured with any other firms? | ( ) Yes ( ) No |

If “yes” to any of the above questions, list the other firms below and indicate the percent of stock, if any, owned in the company.

|  |  |  |
| --- | --- | --- |
|  | Firm # 1 | Firm # 2 |
| Tax ID # |  |  |
| Firm Name |  |  |
| Address |  |  |
| Relationship to the company (co-owner, partner, etc.) |  |  |
| % of the company owned |  |  |
| From (date) |  |  |
| To (date) |  |  |
| Representative name/title |  |  |

1. At present or during the past five years:

|  |  |
| --- | --- |
| At present or during the past five years: | Yes/No |
| Has the company had any subsidiaries? | ( ) Yes ( ) No |
| Has the company owned 5% or more of any other firm? | ( ) Yes ( ) No |

If “yes” to any of the above questions, list the other firms below and indicate the percent of stock, if any, owned in the company.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Tax ID # | Firm Name | Address | % Owned By the Company | Dates of Ownership From/To |
|  |  |  |  |  |
|  |  |  |  |  |

1. At present or during the past five years have any of the key people of the company served as a key person (see definition on page 3) or owned 5% or more of any other firm (including firms that are inactive or have been dissolved?

( ) Yes ( ) No

If yes, list below:

|  |  |  |  |
| --- | --- | --- | --- |
| Firm Name | Address | Tax ID # | Key Person |
| Position Held | % Owned | Remainder Owned By | Dates Owned To/From |

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
|  |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
|  |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
|  |  |  |  |

**All firms listed in questions 8-10 will be referred to in the following questions as “Affiliate Firms”**

1. Are any key people of the company:

|  |  |
| --- | --- |
| Are any key people of the company: | Yes/No |
| Past or present employees of MHACY? | ( ) Yes ( ) No |
| Related by kinship or marriage to any present or past employee of the MHACY | ( ) Yes ( ) No |

If yes to either question, provide names of such individuals(s) and indicate relationship to the current/former MHACY employee:

|  |  |
| --- | --- |
| Name of Individual | Relationship |
|  |  |
|  |  |

Financial Information

1. At present or in the past five years:
   1. Has the company been indebted to an individual or entity other than a commercial lending institution in the cumulative amount of $50,000 or more?

( ) Yes ( ) No

* 1. Have any of the company’s key people been indebted to an individual or entity other than a commercial lending institution in the cumulative amount of $50,000 or more, for the benefit of the company?

( ) Yes ( ) No

* 1. Has the company pledge any of its stock to guarantee any of the above obligations?

( ) Yes ( ) No ( ) N/A

* 1. Has any individual or the company been a guarantor, so-maker or co-signer of any of these obligations on behalf of the company?

( ) Yes ( ) No ( ) N/A

If yes to any portion of question 11, provide details below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name of Creditor | Name of Borrower | Amount of Loan & Balance Remaining | Terms of Pledge or Loan | Name of Guarantor, or Co-Signer |
|  |  |  |  |  |
|  |  |  |  |  |

* 1. Have monies generated by the company in the cumulative amount of $50,000 or more been loaned to another firm or individual by the company or its key people? If yes, please provide details below:

Name

Address

* 1. Has the company or any of its affiliates or key people paid commissions or finders fees to obtain contracts or work to anyone other than its own key people?

( ) Yes ( ) No

If yes, please explain:

1. Has the company, or its affiliates or key people paid commissions or finders fees to obtain contracts or work to anyone other than its own key people paid commissions or finders fees to obtain contracts or work to anyone other than its own key people?

( ) Yes ( ) No

If yes, please provide details below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Caption | Date | Docket # | Court | County |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

1. During the past five years, has the company ever:

|  |  |
| --- | --- |
| Been the subject of a lien, judgment or litigated claim of $25,000 or more by a subcontractor, supplier or other creditor? | ( ) Yes ( ) No |
| Failed to complete a contract for a commercial or private owner or government agency? | ( ) Yes ( ) No |
| Had, or does it currently have, any delinquent local, city, state or federal taxes outstanding?  **If yes, please explain and submit documentation of any repayment plans.** | ( ) Yes ( ) No |

If yes to any of the above questions, supply details below

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Agency/Owner | Contract # | Description of Circumstances and Current Status | Date of Events | Name/Phone Number of Contact Person |
|  |  |  |  |  |
|  |  |  |  |  |

**Experience/Performance**

1. On the following table summarize the services provided by the company for the last three years:

|  |  |
| --- | --- |
| Fiscal Year End | Total Income |
| Prior Year |  |
| Prior Year 2 |  |
| Prior Year 3 |  |

1. Does the company have a bonding capacity?

( ) Yes ( ) No

If yes, provide information below on all surety companies that have agreed to furnish the company with performance and payment bonds and answer all related questions:

|  |  |
| --- | --- |
| Surety Name |  |
| Address |  |
|  |  |
| Agent/Broker |  |
| Phone No. |  |

1. In writing bonds for the company, does the surety company rely on the indemnity of any other firm(s) or individual(s)?

( ) Yes ( ) No

If yes, supply names and addresses of others:

What is the company’s bonding capacity?

Single Job $ Aggregate $

1. Has the company or any of its officer, owners or managers had any business related licenses, certificates or certifications revoked in the past 5 years?

( ) Yes ( ) No

If yes, please explain

**Compliance Information**

1. In the past five years has the company or any of its affiliate firms been the subject of any of the following actions by any government agency:

Government agencies include city, state, federal public agencies, quasi-public agencies, authorities and corporations, public development corporations and local development corporations.

|  |  |
| --- | --- |
| Been suspended, debarred, disqualified, had its prequalification revoked or otherwise been declared ineligible to bid or to perform work? | ( ) Yes ( ) No |
| Been barred from bidding or denied a contract as a result of refusal key people to testify before a grand jury or administrative board? | ( ) Yes ( ) No |
| Been denied a contract despite being the low bidder for any other reason? | ( ) Yes ( ) No |
| Been defaulted on a contract? | ( ) Yes ( ) No |
| Had a contract terminated, for either “cause” or “convenience” | ( ) Yes ( ) No |
| Been given a final unsatisfactory performance determination or deemed a poor performer (by letter or formal proceedings)? | ( ) Yes ( ) No |
| Been prevented, or barred from bidding for any other reason? | ( ) Yes ( ) No |
| Been denied a contract for failure to obtain surety or otherwise provide required security? | ( ) Yes ( ) No |
| Had liquidated damages assessed against it upon completion of a contract or failure to complete a contract | ( ) Yes ( ) No |

Matters under appeal must be disclosed. If yes to any portion or question 19, please supply details below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Agency | Contract # | Date of Action | Describe Action | Name/Phone # of Agency or Owner Contact Person |
|  |  |  |  |  |
|  |  |  |  |  |

1. In the past five years, has the company or any current or past key people or affiliate firms been a plaintiff or defendant in any lawsuits arising out of the company’s operations?

( ) Yes ( ) No

If yes to question 20, supply details below and submit documentation if applicable. Indicate in P/D column whether the company’s key people or key firms were plaintiffs (P) or defendants (D).

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Caption or Action | P/D | Index/Docket No. | Date | Status |
|  |  |  |  |  |
|  |  |  |  |  |

1. In the past ten years has the company or any of its current or past key people or affiliate firms:
   1. Been under investigation involving any alleged violation of criminal law relating to business activities:

( ) Yes ( ) No

An INVESTIGATION includes an appearance before a grand jury by representatives of a business entity, any oral or written inquiry or review of the entity’s documents by a public agency, temporary commission or other investigative body including, but not limited to; subpoenas and/or search warrants, or questioning of employees concerning the general operation of a specific project or activities of such business entity.

|  |  |
| --- | --- |
| Had records in its or his/her control, custody or ownership subpoenaed by any law enforcement agency? | ( ) Yes ( ) No |
| Been questioned by any officer or agent of a law enforcement agency regarding any practices or conduct relating to the providing of construction related services? | ( ) Yes ( ) No |
| Been advised of being the target or subject of an investigation involving any violation of criminal law? | ( ) Yes ( ) No |
| Been notified of being the subject of court ordered electronic surveillance? | ( ) Yes ( ) No |
| Been arrested or indicted or otherwise named as an unindicted co-conspirator in any indictment or other accusatory instrument? | ( ) Yes ( ) No |
| Been convicted, after trial or by plea, of any felony under state or federal law? | ( ) Yes ( ) No |
| Been convicted of any misdemeanor involving business-related crimes? | ( ) Yes ( ) No |
| Entered a plea of nolo contendere to a change of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or a violation of the antitrust law? | ( ) Yes ( ) No |
| Entered into a consent decree? | ( ) Yes ( ) No |
| Been granted immunity from prosecution for any business-related conduct constituting a crime under state or federal law? | ( ) Yes ( ) No |
| Taken the Fifth Amendment in testimony regarding a business-related crime? | ( ) Yes ( ) No |

If yes to any portion of question 21, supply details below and submit documentation.

|  |  |  |  |
| --- | --- | --- | --- |
| Agency or Court | Nature of Charges | Key Person Named | Date of Charges |
|  |  |  |  |
|  |  |  |  |

1. In the past ten years has the company or any of its current or past key people or affiliate firms engaged in any of the following practices:

|  |  |
| --- | --- |
| Filed with a government agency or submitted to a government employee a written instrument which the company or any of its key people or affiliate firms knew contained a false statement or false information? | ( ) Yes ( ) No |
| Falsified business records? | ( ) Yes ( ) No |
| Given, or offered to give money, gifts or anything of value or any other benefit to a labor official or public servant with intent to influence that labor official or public servant with respect to any of his or her official acts, duties or decision as a labor official or public servant? | ( ) Yes ( ) No |
| Given or offered to give money, gifts or anything of value or any other benefit to a labor official or public servant for any reason? | ( ) Yes ( ) No |
| Given or offered to give money or other benefit to an official or employee of a private business with intent to induce that official or employee to engage in unethical or illegal business practices? | ( ) Yes ( ) No |
| Agreed with another to bid below prevailing market rate? | ( ) Yes ( ) No |
| Agreed with another to submit identical or complementary bids or otherwise not to bid competitively or agree to withdraw or abstain from bidding? | ( ) Yes ( ) No |
| Agreed with another not to submit competitive bids in another’s territory established either by geography or customers? | ( ) Yes ( ) No |
| Agreed with another to take turns in obtaining contracts by pre-determining which firm shall submit the lowest bid? | ( ) Yes ( ) No |

This document was prepared by:

Title

Date

Attachment B

Part 2

VENDOR DISCLOSURE

CERTIFICATION

This certification must be completed by each current key person of the company identified in response to question 6 and by a representative of each firm that is currently an owner or affiliate of the company identified in response to questions 8-10. Certification must be notarized when signed.

I being duly sworn, state that I am

(name) (titile)

of the company, and that I have read and understood the questions contained in the attached representations and warranties statement and its appendices.

I certify that to the best of my knowledge the information given in response to each question and the appendices is full, complete and truthful as of this date hereof and as of the date of closing.

I acknowledge that the MHACY or its designee may, by means it deems appropriate, determine the accuracy and truth of the statements made in the application.

I recognize that all the information submitted is for the express purpose of inducing the MHACY or its designee to enter contract or do business with company or its affiliates.

I agree and warrant that truthfully answering the questions in connection with these representations and warranties is an event entirely within my control.

I authorize the Municipal Housing Authority for the City of Yonkers or its designee to contact any entity named in the attached representations and warranties for purposes of verifying the information supplied by the company.

Name (print) Date

Signature Title

Sworn to before me

This day of 20

Notary Public

**Attachment C**

**General Contract Conditions & Certification**

**PROVISION OF SECURITY GUARD SERVICES AT VARIOUS PROPERTIES FOR THE MUNICIPAL HOUSING AUTHORITY FOR THE CITY OF YONKERS**

GENERAL CONDITIONS CERTIFICATION

This certification must be completed by principal of the company submitting the proposal/bid who is acknowledged to be an owner or affiliate of the company identified. This Certification must be notarized when signed.

I being duly sworn, state that I am \_\_\_\_\_\_\_\_\_\_\_\_\_\_

(name) (title)

of the company submitting this bid and that I have read and fully understand the each of the provisions of Form HUD 5370, General Conditions for Construction Contracts - Public Housing and, if selected as the successful bidder, will execute a contract with Form HUD 5370 included as a component thereof.

I recognize that all the information submitted with our bid is for the express purpose of inducing the MHACY to enter contract or do business with company or its affiliates. I agree and warrant that truthfully answering the questions in connection with these representations and warranties is an event entirely within my control.

Name (print) Date

Signature Title

Sworn to before me

This day of 20

Notary Public

Insert HUD 5370 here

**Attachment D**

**Representations, Certifications, and Other Statements of Bidder**

**PROVISION OF SECURITY GUARD SERVICES AT VARIOUS PROPERTIES FOR THE MUNICIPAL HOUSING AUTHORITY FOR THE CITY OF YONKERS**

NON-COLLUSION AFFIDAVIT OF CONTRACTOR

Attach to HUD-5369-A

does hereby state: (name)

(1) S/He is the

of

(owner, partner, officer, or representative),

, hereinafter referred to as Contractor (business name)

(2) S/He is fully knowledgeable of the preparation and contents of Subcontractor's proposals which were submitted to (Contractor);

, for specific work required in

connection with a Home Forward project titled

and located at :

(3) Said Contractor's proposal is genuine and is not a collusive or sham proposal;

(4) Neither the Contractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including myself, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham proposal in connection with such contract or to refrain from submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other bidder, firm, or person to fix the price or prices in said Contractor's Proposal, or to fix any overhead, profit, or cost element of the price or prices in said Contractor's Proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Home Forward, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the Contractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including myself.

Signed:

Title:

Date:

Witnessed by:

**Representations, Certifications, and Other Statements of Bidders**

Public and Indian Housing Programs

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**1. Certificate of Independent Price Determination**

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[ ] [Contracting Officer check if following paragraph is applicable] (d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding 50,000)

(1) Each bidder shall execute, in the form provided by the PHA/ IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

**2. Contingent Fee Representation and Agreement**

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/ IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

**3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions** (applicable to contracts exceeding $100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

**4. Organizational Conflicts of Interest Certification**

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

**5. Bidder's Certification of Eligibility**

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24. (b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

**6. Minimum Bid Acceptance Period**

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of

[Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

**7. Small, Minority, Women-Owned Business Concern**

**Representation**

The bidder represents and certifies as part of its bid/ offer that it -- (a) [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned business enterprise. "Women- owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are con- trolled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

[ ] Black Americans [ ] Asian Pacific Americans

[ ] Hispanic Americans [ ] Asian Indian Americans

[ ] Native Americans [ ] Hasidic Jewish Americans

**8. Indian-Owned Economic Enterprise and Indian Organization Representation (**applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision**, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.**

**(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe"**

means any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

**9. Certification of Eligibility Under the Davis-Bacon Act**

(applicable to construction contracts exceeding $2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR

5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis- Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**10. Certification of Non-segregated Facilities** (applicable to contracts exceeding $10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed $10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors**Notice to Prospective Subcontractors of Requirement for Certifications of Non-segregated Facilities**

A Certification of Non-segregated Facilities must be submitted before the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification** (applicable to contracts exceeding $100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the MHACY /IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding $50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [ ] is, [ ] is not included with the bid.

**13. Bidder's Signature**

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

**EXHIBIT B**

**THIS AGREEMENT** made this \_ day of \_\_\_\_\_\_\_\_\_\_, 2020 and executed by and between, THE MUNICIPAL HOUSING AUTHORITY FOR THE CITY OF YONKERS, a municipal housing authority duly authorized and validly existing under the laws of the State of New York and having offices and its principal place of business at 1511 Central Park Avenue, Yonkers, New York 10710, hereinafter called the “MHACY” and \_ at , a corporation, individual, partnership, and/or joint venture, organized and existing under the laws of the State of New York, hereinafter called the “Contractor”.

Services pursuant to this contract shall begin on the 19th day of November, 2020, and shall end on the 18th day of November, 2023, with the parties shall have the option to extend the term of the agreement by two (2) additional one (1) year terms upon the mutual consent of the parties, unless otherwise extended modified, terminated or renewed by the parties as provided for within this contract.

**WHEREAS**, MHACY owns and/or manages properties at the following locations:

* Palisade Towers, 1-8 Schroeder Street
* Cottage Place Gardens, 1-13 Cottage Place Gardens
* Ross F. Calcagno Homes (aka School St)School & Brook Streets
* James E. Hall Homes**,** Dunbar & Kenmore Streets
* William. A. Walsh Homes, 55-97 Walsh Road
* Kris Kristensen Homes, 45 Seymour Street
* Joseph F. Loehr Court**,** 10-70 Western Avenue
* John E. Flynn Manor,334 Riverdale Avenue
* Msgr. Cajetan J. Troy Manor,200 Willow Street
* Charles L. Curran Court,1-4 Curran Court
* Angelo R. Martinelli Manor,21 Ellison Avenue
* Dr. James O'Rourke Townhouse, Shoreview Drive
* Raleigh Valentine Townhouse, Helena Avenue
* Hon. A. J. Doran Sr. Townhouse, Wrexham Rd & Midland Avenue
* Andrew Smith Townhouses, Trenchard St & Gaffney Place
* Judge Albert Fiorillo Townhouse, Loring Avenue & Clark Street
* Lawrence Christopher Townhouse, 326-350 Midland Avenue
* Francis ReaganTownhouses, 1157 Central Park Avenue

hereinafter “the Property”; and

**WHEREAS**, to protect the safety of its residents, employees, visitors, contractors and all third parties who enter the Property MHACY is in need of security services stationed at the Ross F. Calcagno Homes and at Palisade Towers, and mobilized throughout its properties that are performed in a professional and competent manner (the   
“Work”); and

**WHEREAS**, on October 13, 2020 MHACY issued Request for Proposal (“RFP”) # 2020 – 06 for the Work; and

**WHEREAS**, Contractor submitted a proposal and after due investigation was determined to be the lowest responsible bidder for the provision of the Work; and

**NOW THEREFORE**, in consideration of the matters above recited, the parties hereto formally covenant, agree and bind themselves as follows:

**ARTICLE 1. STATEMENT OF WORK**:Via the terms of this agreement the Contractor shall provide security guard and patrol services at the Property, which shall include but not be limited to the enforcement of MHACY’s property rules and policies. Security posts shall be manned at the Ross F. Calcagno Homes and Palisade Towers, and mobile patrols shall be provided throughout MHACY’s properties; and additional services shall be provided as described herein and within the Exhibits/Appendices annexed to this contract. All personnel shall appear in uniform, and all security staff shall be professionally trained, and perform in an alert and proactive manner, and respond consistent with MHACY protocols. Security personnel shall respond to MHACY residents, employees, visitors, contractors and third parties in a customer-friendly manor. Services shall be provided at the Property on the dates and times determined by the MHACY at the designated MHACY community and facilities. In addition, the MHACY shall retain the right to implement and/or enforce any item issued as a part of Proposal submitted by Contractor entitled **SECURITY GUARD SERVICES.**

**ARTICLE 2. THE CONTRACT PRICE**:MHACY agrees to pay the

Contractor for the Work, for the term of the Contract, as follows:

Unarmed Security Officer: Bill Rate: $ /hourly for a 560 hours weekly. Supervisor & Marked Patrol Vehicle: Bill Rate: $ /hourly for 168 hours weekly.

**ARTICLE 3. THE CONTRACT TERM**. The contract term for this contract shall be for the period November 19, 2020 through November 18, 2023, unless otherwise extended modified, terminated or renewed by the parties as provided for within this contract.

**ARTICLE 4. CONTRACT DOCUMENTS**:The Contract consists of the following parts:

1. This Agreement;
2. Exhibit A (Security Post Descriptions);
3. Exhibit B (Scope of work);
4. Signed Copy of Contractor’s Bid;
5. Drug-Free Workplace Certificate
6. Signed Copy of Contractor’s Non-Collusive Affidavit
7. HUD Form 2992 entitled “Certification Regarding Debarment and Suspension”
8. HUD form 5369b entitled “Instructions to Offerors Non-Construction”
9. HUD Form 5370-C entitled “General Conditions for Non-Construction Contracts;
10. Signed Copy of HUD Form 2530, Previous Participation Certificate; and
11. Insurance Certificates (Workers’ Compensation; Commercial General Liability; and Automobile (if applicable)).

**ARTICLE 5. PAYMENTS TO CONTRACTOR**

a. Payments will be made as at the end of each calendar month on invoices for work performed and approved by the Contracting Officer for MHACY.

b. The terms of the contract are contingent upon sufficient appropriations. The MHACY's decision as to whether sufficient appropriations and authorization are made shall be accepted by the contractor and shall be final.

c. In no event shall the obligations of MHACY be a debt of the state of New York, nor the City of Yonkers. No recourse shall be had for the payment of the principal or interest on amounts due hereunder or any claim based upon or in respect of any modification of or supplement hereto against any past, present or future member, officer, agent, servant or employee, as such, of MHACY, or any successor either directly or through MHACY, all such liability of such members, officers, agents, servants or employees being, to the extent permitted by law, expressly waived and released by Contractor as part of the consideration for the execution of this Agreement.

**ARTICLE 6. CONTRACTOR OBLIGATIONS** Pursuant to this contract, the Contractor agrees to provide the specific services detailed herein and shall be responsible for the following:

a. **MHACY Supervision and Oversight**. The Contractor shall be solely responsible for providing supervision and oversight to all the Contractor’s personnel that are assigned to the MHACY properties pursuant to this contract. While engaged in the performance of the services described herein, only authorized employees of the Contractor are allowed at MHACY locations where the work is being performed. During the performance of these services, the Contractor employees are not to be accompanied in the work area by acquaintances, family members, associates or any other person(s) who are not

a current, authorized employee(s) of the Contractor.

b. **Qualified Personnel.** The Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the appendices. For the purposes of this contract, the term “qualified personnel” shall mean those personnel that have been investigated, tested, and trained in the manner described within this contract and, as proposed by the Contractor within its bid or as provided by the Contractor during the Contractor’s normal conduct of business.

c. **Compliance with Federal and State Laws.**  All work performed by the

Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State, and local laws, regulations, codes, and ordinances.

**ARTICLE 7. INSURANCE REQUIREMENTS**

**a.) Indemnity**: The Contractor shall protect, indemnify and hold harmless MHACY, its officers, directors, employees, agents, servants and representatives from and against any and all liabilities, obligations, claims, losses, damages, penalties, causes of action, costs and expenses (including reasonable attorneys’ fees, expenses and disbursements, and costs of investigation) imposed upon or incurred or asserted against MHACY, its agents, servants and representatives or to which MHACY, its officers, directors, employees, agents, servants and representatives may become subject, as a result of the negligent and/or illegal acts of the Contractor.

**b.) Insurances**. In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of this contract:

**i.) General Liability Insurance**. An original certificate evidencing General Liability coverage, naming the MHACY as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the MHACY as an additional insured under said policy (minimum of $1,000,000 each occurrence, general aggregate minimum limit of $1,000,000, together with damage to premises and fire damage of $50,000 and medical expenses any one person of $5,000), with a commercially reasonable deductible (e.g. “commercially reasonable,” meaning not greater than 1% of the “general aggregate minimum” of the policy, with a maximum deductible amount of $50,000;

**ii.) Professional Liability Insurance**. An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of $1,000,000 each occurrence, general aggregate minimum limit of $1,000,000), with a commercially reasonable deductible (e.g. “commercially reasonable,” meaning not greater than 1% of the “general aggregate minimum” of the policy, with a maximum deductible amount of $75,000;

**iii.) Automobile Liability Insurance**. Automobile Liability coverage in a combined single limit of $1,000,000. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than $100,000/$300,000 and medical pay of $5,000, with a deductible not greater than $5,000.

**iv.) Worker's Compensation Insurance**. Worker’s compensation coverage

evidencing carrier and coverage amount.

**v.) Certificates/Endorsements**. The Contractor shall provide to the MHACY with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-referenced insurance coverage, including naming the MHACY as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof. All insurance shall be carried with companies which are financially responsible and admitted to do business in New York State. If any such insurance is due to expire during the contract period, the Contractor and subcontractors shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be cancelled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer. Insurance certificate(s)/endorsement(s) shall be delivered to the following person representing the MHACY:

Municipal Housing Authority for the City of Yonkers

Attention: Lakisha Collins-Bellamy, Esq.

1511 Central Park Avenue, Yonkers, NY 10710

**ARTICLE 8. ASSIGNMENT OF CONTRACT**:The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract to any person, company or corporation, without the previous consent in writing of MHACY which consent may be withheld, conditioned or delayed. If the contractor shall, without the said previous written consent of MHACY, assign, transfer, convey, sublet or otherwise dispose of this Contract, or the Contractor’s title or interest herein, or the contractor’s owner to execute this Contract, to any other person, company or other corporation, then MHACY shall be relieved and discharged from any and all liability and obligations growing out of this Contract to such Contractor and to the person, company or corporation to whom the Contract was assigned, transferred, conveyed, or sublet to, and the Contractor and the Contractor’s assignee, transferee, or sublessee shall forfeit and lose all monies theretofore earned under this Contract.

**ARTICLE 9. LEGAL ACTION**: As part of the consideration for MHACY entering into this Contract, the Contractor hereby agrees that litigation between them may be brought only in courts located within the State of New York and the Contractor consents to the jurisdiction of any such court located within the State of New York, and further agrees to the venue of any such court as may be chosen by the MHACY. The Contractor waives the personal service of any and all process upon the Contractor, and consents that all such services of process may be made by certified mail, return receipt requested, directed to the Contractor at the address herein stated.

**ARTICLE 10. FULL AGREEMENT**:This Contract constitutes the full understanding of the parties, and may not be amended or modified except in writing signed by both parties. If there is a conflict between the Contract and any other writing signed by both parties, it is specifically agreed that this Contract will govern, whether such conflicting documents are prior to or subsequent to this Contract, unless each subsequent writing specifically enumerates it is in place of all or part of this Contract.

**ARTICLE 11. GOVERNING LAW**: The interpretation, validity and enforcement of this Contract shall be governed by and construed under any and all present and future local, state and federal laws, statutes, rules and regulations (“Laws”); and in the event of a conflict between this Contract and the said Laws, then the latter shall control.

**ARTICLE 12. TERMINATION OF CONTRACT**: If the Contractor should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or it should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials, or if it should fail to make prompt payment to its employees or approved subcontractors, or persistently disregard instructions of MHACY or fail to observe or perform the provisions of this Contract, or otherwise be guilty of a substantial violation of any provision of this Contract, then MHACY may, without prejudice to any other rights or remedies of MHACY, terminate this Contract.

**ARTICLE 13. NOTICES**:

a. CONTRACTOR RESPONSIBILITY - Any notice to MHACY must be in writing, delivered to MHACY’s central office, or sent by certified mail, return receipt requested, address to MHACY at the address listed above.

b. MHACY RESPONSIBILITY – Notice to the Contractor must be in writing, delivered to the Contractor, or sent by certified mail, return receipt requested, address to the Contractor at the address listed above.

c. All notices shall be deemed delivered:

(1) Personal Service: upon personal services. (2) Certified Mail Return Receipt Requested:

(i) If delivered, upon the date it is received and signed for by a recipient. (ii) If returned to MHACY as undelivered, upon the date affixed to the

certified mail receipt by the Post Office at the time of mailing.

**ARTICLE 14. SEVERABILITY**: If any provision of this Contract or the application of any provision of this Contract is held invalid, the remainder of this Contract and the application of such provision, other than to the extent it is held invalid, will not be invalidated or affected thereby.

**ARTICLE 15. SECTION HEADINGS**: Section headings are for convenient reference only and shall not affect the meaning or have any bearing on the interpretation of this Contract.

**ARTICLE 16. OTHER CONTRACTS**: MHACY may undertake or award other contracts for additional work at or near the site of the work under this Contract. The Contractor shall fully cooperate with the other contractors and with MHACY employees and shall carefully adapt scheduling and performing the work under this Contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by MHACY employees. However, it shall be noted that although MHACY employees may offer assistance and direction in some instances, final authority for proceeding in any matter rests with the

Contracting Officer.

**ARTICLE 17. PERMITS AND CODES**: The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations.

**ARTICLE 18. HEALTH, SAFETY AND ACCIDENT PREVENTION**: In performing this Contract, the Contractor shall:

a. Ensure that no employee shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety.

b. Prevent damage to property, materials, supplies, and equipment; and c. Avoid work interruptions.

**ARTICLE 19. ORDER OF PRECEDENCE**: In the event of a conflict between the Contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

**ARTICLE 20. EXAMINATION AND RETENTION OF CONTRACTOR’S RECORDS**:

a. MHACY shall, until 3 years after final payment under this Contract, have access to and the right to examine any of the Contractor’s directly pertinent books, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts and/or transcriptions.

b. In addition to the above, the Contractor agrees to deliver the Contractor’s payroll records to MHACY every quarter for the purpose of making audit, examination, excerpts and transcriptions.

**ARTICLE 21. MISCELLANEOUS:** This Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

[BALANCE OF PAGE INTENTIONALLY BLANK]

[SIGNATURE PAGE TO CONTRACT]

**IN WITNESS WHEREOF,** the parties hereto have caused this Instrument to be

executed in four (4) original counterparts as of the day and year first above written.

Seal:

(Contractor)

Attest:

By

Title\_

Business Address:

(Street)

(City) (State) (Zip)

Attest:

THE MUNICIPAL HOUSING AUTHORITY FOR THE CITY OF YONKERS (MHACY)

By

WILSON KIMBALL

Contracting Officer

Business Address:

1511 Central Park Ave., P.O. Box 35

Yonkers, New York 10710

(City) (State) (Zip)\_

CERTIFICATION

I, , certify that I am the

of the corporation, or a General Partner or Managing Partner of the partnership, named as Contractor in the attached Agreement: that , who signed this Agreement on behalf of the Contractor, was then of that corporation or partnership; that I know his signature, and his signature is genuine; and that the Agreement was duly signed, sealed, and attested for and on behalf of that corporation or

partnership by authority of its governing body or partners.

Signed by the Secretary or Other Authorized Officer

Of the Corporation or By General or Managing Partner

Name of the Corporation or True Name of the Partnership

Corporate

Seal

**VERIFICATION**

STATE OF NEW YORK) COUNTY OF

)s.:

On this day of , 2020, before me personally appeared

(Contractor who executed the Agreement), to me known and known to me to be the individual described in and who executed the foregoing Agreement, and *he/she* duly acknowledged to me that *he/she* executed the same.

NOTARY PUBLIC

**CERTIFICATION**

I, WILSON KIMBALL, certify that I am the Executive Director of The Municipal Housing

Authority for the City of Yonkers, named as MHACY in the attached Agreement and that I

am authorized to execute the Agreement on behalf of MHACY.

Wilson Kimball, CEO and President

The Municipal Housing Authority for the

City of Yonkers

**VERIFICATION**

STATE OF NEW YORK)

COUNTY OF WESTCHESTER)s.:

On this day of , 2020, before me personally appeared WILSON KIMBALL, to me known and known to me to be the individual described in and who executed the foregoing Agreement, and *she* duly acknowledged to me that *she* executed the same.

NOTARY PUBLIC

**Exhibit A**

**SCOPE OF WORK**

**(This Scope is Subject to Change Based Upon Actual Conditions During the Agreement)**

**Ross F. Calcagno Homes** **(aka “Calcagno” and/or School Street) at School & Brook Streets**

**Post#1 (Main Entrance)**

Twenty-four (24) hour day coverage for one (1) Uniformed Security Guard post to conduct access control and directional instruction to vehicle and pedestrian traffic for residents, MHACY staff, visitors, vendors, contractors and emergency personnel. The Guard must obtain and check identification documentation for all visitors, vendors and contractors. Everyone entering the property must produce a physical identification card to the Guard to gain entry. The Guard must have in their possession, at all times, a working two-way radio with a recommended minimum strength of 4 watts to penetrate concrete walls during a shift.

**Post #2 (Rear Gate)**

Sixteen (16) hour day coverage (**1500hrs – 2300hrs & 2300hrs-0700hrs)** for one (1) Uniformed Security Guard post to conduct access control and directional instruction to vehicle and pedestrian traffic for residents, MHACY staff, visitors, vendors, contractors be directed to main entrance. The Guard must obtain check identification documentation for all visitors, must perform 3 property checks including buildings. The Guard must have in their possession, at all times, a working two-way radio with a recommended minimum strength of 4 watts to penetrate concrete walls during a shift.

**Palisade Towers** at 1-8 Schroeder Street

**Post #3 (Main Entrance)**

Twenty-four (24) hour day coverage for one (1) Uniformed Security Guard post to conduct access control and directional instruction to vehicle and pedestrian traffic for residents, MHACY staff, visitors, vendors, contractors and emergency personnel. The Guard must obtain check identification documentation for all visitors, vendors and contractors. Everyone entering the property must produce a physical identification card to the Guard to gain entry. The Guard must have in their possession, at all times, a working two-way radio with a recommended minimum strength of 4 watts to penetrate concrete walls during a shift.

**Post #4 Rover**

Sixteen (16) hour day coverage (**1500hrs – 2300hrs & 2300hrs -- 0700hrs)** for one (1) Uniformed Security Guard post to conduct property checks to include buildings at both Palisade and Walsh Road. Provide assistance to Post #3 as needed. The Guard must have in their possession, at all times, a working two-way radio with a recommended minimum strength of 4 watts to penetrate concrete walls during a shift.

**Mobile Patrol Supervisor**

Must perform supervisory duties primarily between Palisade Towers and Calcagno with such additional supervisory duties as necessary at the other MHACY managed properties (Hall Homes, Cottage, Curran Court, Flynn ex.). The Mobile Patrol Supervisor must have in their possession, at all times, a working two-way radio with a recommended minimum strength of 4 watts to penetrate concrete walls during a shift.

**2.1. WORK, EQUIPMENT & PRICING**

The objective of these services will be to safeguard the property, residents, visitors and associates who enter the as property owned and/or managed by MHACY. Contractor shall impress upon its personnel that their primary duty and responsibility is to safeguard the residents as well as property in and around the property as property owned and/or managed by MHACY.

Contractor is expected to furnish all uniforms, materials, equipment, and vehicles necessary to satisfactorily perform security guard service in accordance to this RFP.

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| **JOB DESCRIPTION**  Guards, Watchmen | | | | | | | **DISTRICT**  10 | | |
| **ENTIRE COUNTIES** | | | | | | | | | |
| Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester | | | | | | | | | |
| **WAGES** | | | | | | | | | |
| Per hour: | |  | 07/01/2020 |  | | | | | |
|  | | | | | | | | | |
|  |  |  | $ 17.94 |  | | | | | |
|  | | | | | | | | | |
| IMPORTANT INFORMATION: | | | | | | | | | |
| Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law. | | | | | | | | | |
| **SUPPLEMENTAL BENEFITS** | | | | | | | | | |
| Per hour: | |  | $ 2.25 |  | | | | | |
| **OVERTIME PAY** | | | | | | | | | |
| See (B, B2) on OVERTIME PAGE | | | | | | | | | |
|  | | | | | | | | | |
| **HOLIDAY** | | | | | | | | | |
| Paid: | | See (1) on HOLIDAY PAGE | | | | | | | |
| 10-NYS/R&S | | | | | | | | | |
|  | | | | | | | | | |

**2.2. EQUIPMENT LIST:**

Contractor shall provide a full equipment list as required above with their proposal.

Equipment list shall include details of the equipment, quantities of each piece of equipment, and the general work the equipment is used for.

**2.3. WORK HOURS:**

As outlined herein.

**2.4 SERVICE UNITS:**

As outlined herein.

**2.5. REQUIRED REPORTS**: All security personnel must complete a Daily Activity Report (DAR). Each (DAR) is to have an hourly entry of Post Conditions and Safety concerns that will include but not be limited to weather, slippery walkways, and the location of lights that are out and/or missing, vandalism, and hazardous conditions and must include notations as to each Property Check conducted. Each DAR shall be reported by the Project Manager to the MHACY Contract Administrator and appropriate MHACY staff for repair.

All security personnel must complete an incident report when an incident accrues. Incident reports are to have ONLY specific details of incident to include but are not limited to: Time of incident, Time of Supervisor Contact, Type of incident, Location of incident, Persons involved, Time of emergency contact, and Time of MHACY contact.

**2.6. REQUIRED TRAINING: All guards must be Trained and Certified in accordance to the New York State Security Act of 1992 and bi-annually certified in First Aid, CPR and the use of an AED.**

**2.7. PERSONNEL**

Contractor shall be responsible for having sufficient and adequately qualified personnel who have demonstrated expertise in unarmed security operations.

1. **CONTRACTOR/COMPANY RESPONSIBILITIES**
2. Contractor shall provide appropriately equipped (including a working two-way radio with a recommended minimum strength of 4 watts to penetrate concrete walls for each employee during a shift) and trained personnel, with background inspections completed according to MHACY’s specified eligibility criteria.
3. Must have sufficient security personnel to meet MHACY’s needs during scheduled hours.
4. Provide MHACY’s designated representative with the names of all security guard personnel performing under the contract and submit updated information as changes occur in a timely manner.
5. Provide documentation to MHACY’s designated representative verifying that all guards assigned to MHACY property meet or exceed the minimum requirements stipulated in this RFP.
6. Ensure that security guards are on time, properly attired and conduct themselves in a professional manner during their scheduled shift at the properties managed or owned by MHACY.
7. Upon written request from the MHACY Contract Administrator to the Project Manager, Company shall provide additional security guard(s) at the site requested by the MHACY Contract Administrator. In such event, Company shall be paid at the then applicable Overtime Rate for Guards Watchmen established by the New York State Department of Labor for District
8. **SECURITY GUARDS’ REQUIREMENTS**
9. Must be fluent in English and be able to communicate effectively both verbally and in writing.
10. Must be licensed as stipulated in this RFP.
11. Must be able to safely perform the duties assigned without posing a direct threat to the health and safety of others.
12. Must behave in a professional and respectful manner at all times.
13. **SECURITY GUARDS’ RESPONSIBILITIES**
14. Circulate throughout the buildings and property to maintain an orderly atmosphere and perform related duties as required including protecting materials, equipment, residents, the public, and premises.
15. Prevent unauthorized access to restricted areas.
16. Provide appropriate information in response to inquiries from visitors or guests.
17. Act in a courteous and professional manner at all times.
18. Survey facilities for problems of security (including non-functioning light bulbs and vandalism) and hazardous conditions and report them to appropriate MHACY staff for repair.
19. Intercept anyone activating electronic security system and discover reason for alarm.
20. Maintain up-to-date and continuous security inventory of facilities.
21. Maintain records of security matters, key logs, staffing schedules, and security checklists.
22. Enforce property rules, policies, and safety regulations and maintain order using good judgement and discretion.
23. Investigate any unusual or unauthorized activity, notify the police and prepare related report logs.
24. Use nonviolent crises intervention techniques to diplomatically confront unauthorized persons and immediately call police when necessary.
25. Expel unruly persons and call police for more serious offenders.
26. Communicate effectively with the public and MHACY personnel.
27. Notify supervisors of possible emergency conditions.
28. Notify supervisors of incidents and prepare appropriate reports.
29. Exercise crowd control and prevent large crowds from forming.
30. Be neatly groomed in an approved uniform and properly equipped at all times.
31. Report to the designated location on time and will remain on duty until the end of the shift or until properly relieved.
32. Monitor security cameras installed, or to be installed, throughout the Property from their post including notification to their supervisors of any conditions and/or incidents, including preparing appropriate reports resulting from such monitoring.
33. **MINIMUM QUALIFICATION AND EXPERIENCE**

To be eligible to respond to this contract, the contractor must demonstrate that the firm has sufficient capabilities, resources and experience to provide the Services under this contract agreement. Any contractor that fails to meet all the following minimum qualification requirements may be noted as “NON-RESPONSIVE”. Those qualifications are as follows:

1. Contractor shall be licensed to do business in the State of New York.
2. All guards assigned to MHACY facilities must have a valid NYS security guard license.
3. All guards assigned to MHACY facilities must have, an unarmed security guard license and contractor must submit proof of such license for each guard assigned to MHACY.
4. References: Contractor must submit at least three (3) references for clients which the contractor has provided services similar to those requested by this RFP. If available, contractor should include references for similar services provided to public agencies including agencies similar to MHACY.
5. Personnel may not be employed under this contract if they have ever been convicted of any felony sexual violation and/or lewd behavior charges, any felony convictions, or have had any military conduct resulting in dishonorable or bad conduct discharge and/or dismissal, including as a result of military court martial.

**2.8. SUBCONTRACTORS**

Contractor shall not subcontract any portion of the services to be performed under the Contract without the prior written approval of MHACY which consent may be withheld, conditioned or delayed.

**2.9. SAFETY STANDARDS**

Contractor shall comply with all federal, state and local laws, regulations, permitting and safety standards.

**2.10. CONTACT PERSON**

Contractor shall assign an individual as the Project Manager whose name and cell phone number shall be required prior to commencement of any work activities. Contractor’s Project Manager shall be responsible for assigning and coordinating work, providing status reports of all outstanding work, and handling general contract performance issues.

Contractor’s Project Manager and at least one (1) crew member on each crew shall be capable of communicating (both verbally and in writing) and comprehending the English language. Contractor’s Project Manager and the designated crew member shall be capable of communicating instructions to the other crew members.

Whenever there are changes to the contractor’s Project Manager, the contractor shall submit a new name and cell phone number to MHACY’s Contract Administrator within twenty-four (24) hours. MHACY reserves the right to request a new contractor’s Project Manager be assigned to the project(s) at any time.

MHACY reserves the right to request a change in the contractor representative responsible for performing work if at MHACY’s discretion; the assigned representative is not adequately meeting the needs of MHACY.

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