

COUNTY OF COLUMBIA, NY

Request for Proposals For Watch Guard/Security/Monitoring Services located Galvan Motel, Town of Greenport, NY

September 26, 2018

**ISSUED BY:
COLUMBIA COUNTY
DEPARTMENT OF SOCIAL SERVICES**

Columbia County, NY
RFP Security Services located at GalVan Motel

Request for Proposals
Security/Monitoring services located at GalVan Motel
Town of Greenport, NY

Introduction:

The Columbia County Department of Social Services is accepting proposals from qualified firms/individuals(Provider) to provide watch guard/security and monitoring services at the GalVan Motel, 3550 Route 9, Hudson, NY (Town of Greenport).

Submission of Proposals

One (1) Original and one copy must be submitted.

Proposals must be received no later than 10:00 am Friday October 19, 2018 at the following address:

Robert M. Gibson, Commissioner, Columbia County DSS
25 Railroad Avenue, PO Box 458
Hudson, NY 12534
(518) 828-9411

Proposals may be mailed, but Columbia County gives no guarantee that said proposal will arrive on time.

Sealed envelopes must be marked: “ REQUEST FOR PROPOSAL Security Services – GalVan Motel” Proposals received after the submission deadline shall be returned unopened and will not be considered. The County is not responsible for delivery delays and the clock at the Columbia County Department of Social Services as indicated on the 1st floor time clock, shall indicate the official time of receipt.

The County reserves the right to reject any and all proposals as a whole or in part.

Proposals shall contain an Introduction and Summary Description of Services, Pricing (stated on an annual basis), Terms and Conditions and provider information.

The provision of services under this anticipated contract will require that invoices be submitted monthly and payment made on a monthly basis.

All contracts or agreements made are subject to approval as to form by the County Attorney and formal approval by the Board of Supervisors.

Bidder Questions

All questions must be submitted in writing. Questions must arrive no later than 4:00 pm, October 12, 2018, and should be mailed to the Columbia County Department of Social Services at the same address as designated for the Submission of Proposals of this document **or** emailed to

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Counsel to the Commissioner Michael Cozzolino at Michael.Cozzolino@dfa.state.ny.us.
Questions received after the closing date for inquiries will not be answered.

Non-Collusion

All proposals shall include an affidavit of non-collusion.

INSTRUCTIONS ACCOMPANYING THE AFFIDAVIT OF NON-COLLUSION

1. The Affidavit of Non-Collusion must be executed by a member, officer or employee of the bidder. It must be executed by the person who makes the final decision with regard to the prices and amount quoted in the bid. If for good reason that person is not available to execute the Affidavit, the Affidavit may be executed by another member, officer, or employee of the firm who has been authorized in writing by such person to make the statements set out in the Affidavit on his or her behalf and on behalf of the firm. The written authorization must be attached to the Affidavit at the time of its submission.
2. Bid rigging, combinations or conspiracies to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. It is imperative that the person who will execute the Affidavit examine it carefully before signing it and assure himself or herself that each of the statements in it are true and accurate. If for any reason the affiant cannot attest to each of the statements in the Affidavit without qualification or reservation, the necessary qualification or reservation must be noted in the Affidavit. The facts and circumstances on which such qualification or reservation are based must be set out in a writing submitted as a part of or together with the executed Affidavit.
3. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bidding documents, and Affidavit must be submitted separately on behalf of each party.
4. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the procurement business and construction industry, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
5. In order to carry out the requirements of paragraph 7 of the Affidavit, the affiant must make diligent inquiry of all other persons employed by or associated with the bidder with responsibilities relating to the preparation, approval, or

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submission of the bid. Such inquiries need not be made of secretarial or clerical employees, and other persons performing purely ministerial functions, who do not have either actual or apparent authority to act on behalf of the firm with regard to the project.

6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid.

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AFFIDAVIT OF NON-COLLUSION CERTIFICATE

I hereby attest that I am the person responsible within my firm for the final decision as to price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other provider, bidder, or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

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7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval, or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

**BID NOT ACCEPTABLE WITHOUT ABOVE AFFIDAVIT NON-COLLUSION
CERTIFICATION HERE SET FORTH AND CERTIFIED BY A NOTARY PUBLIC**

Firm name

Address

City, State & Zip Code

Phone

By: Print Name and Title

Authorized Signature

Sworn to before me this

_____ day of _____ 2018

Notary Public

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Description of Services

The proposal shall include a detailed functional description of the services to be provided and how these services are to be delivered.

Exceptions

Unless explicitly stated in the proposal, the County shall assume that all Proposals are in full compliance with all specifications, without exception.

All items in the proposal that are not in full compliance or that vary from any of the specifications shall be clearly defined as exception. Specific reference to the relevant section(s) in the specifications and the precise nature of the variance or non-compliance shall be clearly stated in the proposals.

The County reserves the right to accept any and/or all/none of the exceptions(s) substitution(s) deemed to be in the best interest of the County.

Non-compliance or variance with any items in the specifications shall not necessarily result in rejection of a proposal.

Bid Opening

The Columbia County Department of Social Services will receive and publicly open proposals at the Columbia County Department of Social Services, 25 Railroad Avenue, Hudson, New York 12534 on October 19, 2018 at 10:00 A.M. Bidders may attend the bid opening, at which a Columbia County representative will publicly announce the names of Bidders who have submitted proposals.

Evaluation Process

Submission of a proposal implies the provider's acceptance of the evaluation criteria and provider recognition that subjective judgments must be made by the County.

All proposals will be examined. Proposals that do not conform to the instructions contained in this document or do not address all questions and/or requirements as specified may be eliminated from consideration. However, the County reserves the right to accept such a proposal if it is determined to be in the County's best interest.

The award of the contract shall be made to the provider whose proposal best meets the goals and objectives of the County as set forth in the Request for Proposals.

The following criteria will be used to make a selection:

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- a. Provider's understanding of the project; identification of methods and techniques.
- b. Provider's management capability; experience and history in the industry and other relevant experience.
- c. The proposals will be evaluated in part on the extent to which they minimize the impact on the County financially.
- d. Experience: of the firm in providing security services and the personnel involved
- e. Quality of Proposed Service: addressing the requirements of the RFP;

The County reserves the right to reject any and all proposals as a whole or in part.

Relationship between Selected Provider and Columbia County after Award

After selection, the successful provider will enter into a contract with Columbia County (see SAMPLE AGREEMENT attached as Appendix "A"). Columbia County will administer the contract, monitor Provider performance and serve as the designated recipient of all federal and state or local grant funds that have been designated to support this service.

Background:

The Columbia County Department of Social Services is mandated to provide emergency housing to eligible homeless persons who present themselves to the Department (DSS). DSS currently uses various motels within and without Columbia County to address this mandate and house eligible individuals and families. The GalVan Foundation is renovating a motel in the Town of Greenport and has entered into an agreement with DSS to house eligible homeless individuals and to provide space and funding for the provision of services. This agreement is the first of its kind in Columbia County as it also provides for the GalVan Foundation to contribute 30% of gross revenues toward the provision of services by DSS at the GalVan Motel.

The motel will have twenty-five (25) rooms available to DSS for housing of eligible homeless persons.

Due to safety and security the concerns of the Community, DSS has determined that as part of this program, watch guard security and monitoring services are needed at the GalVan Motel. It is believed that the presence of watch guard security personnel on-site will discourage illegal activities including but not limited to, illicit drug use, loitering and disorderly conduct.

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Scope of Work:

- The vendor will be providing security or watch services at the GalVan Motel located at 3550 Route 9, Town of Greenport.
- There shall be watch guard/security services in place for up to 40 hours per week. The services will be provided at times and schedules to be determined, but may include day, evening, night, weekend and holiday hours.
- Security and monitoring services will include:
 - protection of persons and/or property from harm, theft, and/or unlawful activity;
 - deterrence, observation, detection, and/or reporting unlawful or unauthorized activity
 - providing weekly activity reports to DSS
- Work closely with motel personnel, caseworkers and other staff of affiliated agencies providing services to identify, detect or prevent illegal or unauthorized activity, including conduct by residents that is inconsistent with their housing agreement with DSS.
- Maintaining of confidentiality as required by Law as it relates to clients of DSS.

This security program is for unarmed security personnel. Nothing herein should be construed to require, authorize or request the provision of armed personnel or armed security guards.

The provider must be appropriately licensed under New York State Law to provide these services, and maintain that license during all periods of performance.

Insurance Requirement:

Before commencing work, the successful Contractor shall comply with the following General Conditions and Supplementary Conditions.

General Conditions

The Contractor shall, if Certificates of Insurance are not already on file with the County, secure and maintain insurance in the types and amounts as shown below and furnish to the County a Certificate of Insurance for said insurance, naming the County as additionally insured under general liability within 15 days of the Notice to Award.

Contractor agrees to hold harmless and indemnify the County of Columbia, and the officers, agents, and employees of said County from and against all loss, damage, claims, demands, causes of action, judgments, losses, damages, liabilities, penalties and other obligations and expenses (including, without limitation, to reasonable attorney's fees) arising out of bodily injury or property damage of whatever kind or nature, caused by vendor and/or its employees, and arising out of Vendors performance of this agreement. Additionally, Vendor agrees to procure and maintain, at its own expense, insurance of the kinds and in the amount hereinafter provided, with insurance companies authorized to do business in the State of New York, covering all

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operations under this agreement, whether performed by the Vendor, its employees, or its subcontractor (if any). Before commencing work on behalf of the County of Columbia, Vendor shall furnish Certificates of Insurance that have complied with these requirements, which certificates shall provide:

1. Coverage shall not be cancelled or reduced until thirty (30) days written notice has been given to the County of Columbia.
2. Underwriters will have no rights of recovery or subrogation against the County of Columbia, it being the intention of the parties that the insurance policies so affected shall protect both parties.
3. The insurance company(ies) issuing the policy(ies) shall have no recourse against the County of Columbia for payment of any premiums or assessments under any form of the policy.
4. Any and all deductible and self-insured retentions in the above-described insurance policies shall be assumed by and at the risk of the Provider in the amounts indicated in such policies.

The coverage parts and amount of insurance required are:

1. Commercial General Liability insurance with minimum limits of \$1,000,000 per occurrence, subject to a \$2,000,000 annual aggregate. Coverage shall include bodily injury, property damage, personal injury, and blanket contractual liability. The County of Columbia shall be named additional insureds.
2. Automobile Liability insurance with minimum limits of \$1,000,000 each accident. Coverage shall provide for and vicarious liability of the County of Columbia and be applicable to all owned, non-owned, hired, borrowed or temporarily used vehicles by the Vendor.
3. Statutory Worker's Compensation, Employer's liability, and New York State Disability in accordance with the Workers' Compensation and disability benefits laws of the State of New York.
4. Professional liability insurance with minimum limits of \$1,000,000 per occurrence and a \$3,000,000 annual aggregate.

Terms and Conditions

Proposals: All proposals are open to negotiation until a contract is executed. The County shall not be liable for any costs incurred by the Provider in preparing a response to this solicitation. Providers will submit proposals at their own risk and expense. The County makes no guarantee that any services will be contracted as a result of this solicitation, and reserves the right to reject any and all proposals. All proposals and their accompanying documentation will become the property of the County. The County will not be obligated to the Provider for services until authorized County officials have a signed contract.

Payment: The County does not make payment upon signing of a contract. Payment is only made after receipt and acceptance of detailed monthly invoices which

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include a report of the number of service hours, coinciding with the required activity reports. Final payment will not be made until completion of all aspects of the contract resulting from this request for proposal.

Confidentiality: To the extent permitted by law, Providers may request in writing non-disclosure of confidential data. Such data shall accompany the proposal, be clearly identified, and shall be placed in an envelope clearly marked "Confidential Data" and submitted with the proposal. Any request to keep the entire proposal confidential cannot be honored. Pricing becomes public information at the time of the opening.

Regulatory Requirements: The Provider shall comply with all Federal, State, and local licensing and/or regulatory requirements (including permits) for the provision of security services.

All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

Subcontracting: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is prohibited. The Provider shall not subcontract any part of the work without the prior written consent of the County. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a subcontractor shall be deemed work performed by the Provider.

Licenses, Permits & Taxes: The successful Provider shall be appropriately licensed for the work required as a result of the contract. The cost for any required licenses or permits shall be the responsibility of the Provider. The Provider is liable for any and all taxes due as a result of the contract.

Protest Procedure: Any Provider who makes a claim that Columbia County violated general law concerning this procurement and subsequent award may file a protest with the Columbia County Attorney. Protests must be filed in writing within five (5) days following the day the Notice of Intent to Award is provided to the unsuccessful Provider. The County Attorney shall issue a written determination no later than seven (7) days after receipt of a written protest. The decision of the County Attorney shall be considered final.

Severability: In the event any provision of the contract is declared or determined to be unlawful, invalid, or unconstitutional, such declaration shall not affect, in any manner the legality of the remaining provisions of the contract and each provision of the contract will be and is deemed to be separate and severable from each other provision.

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Reserved Rights

The County reserves the following rights in connection with this RFP:

1. Reject any or all proposals received in response to this RFP.
2. Waive or modify minor irregularities in proposals received after prior notification to the applicant.
3. Negotiate with applicants responding to this RFP within the requirements.
4. Modify the detail specifications should no proposals be received that meet all these requirements.
5. If the County is unsuccessful in negotiating a contract with the selected bidder within an acceptable time frame, the County may begin contract negotiations with the next qualified bidder(s).

Contract Period

The contract resulting from this request for proposals shall be from contract date to December 31, 2018, commencing on the date a contract is signed between the Provider and the County. Contracts may be renewed on an annual basis, or as otherwise agreed to by the Provider and the County. The County shall have the option to renew its contract with the successful Provider subject to negotiation and agreement between both parties.

SAMPLE CONTRACT

THIS AGREEMENT, made the _____ day of _____, 2018, by and between

THE COUNTY OF COLUMBIA, a municipal corporation of the State of New York, having its office and principal place of business at 401 State Street, Hudson, New York, 12534 (hereinafter referred to as "County"), and

PROVIDER OF SECURITY SERVICES, having an office at 123 Main Street, Hudson, New York 12534 (hereinafter referred to as the "Provider");

WHEREAS, the County desires to obtain professional Provider services in connection with the provision of watch guard and security services at that GalVan Motel, 3550 Route 9, Town of Greenport; and

WHEREAS, the Provider desires to provide such services for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

1. The term "Provider," as used in this Agreement, shall mean the person or corporation with whom the County is contracting, and may include such titles as Provider, contractor, or service provider, as the individual case may be. The term "County" as used in this Agreement, shall mean the County of Columbia, its officers, employees and agents, and the specific Department of the County of Columbia, if applicable, engaging in the services of Provider under this Agreement.

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2. The Provider shall furnish services as provided and described in Schedule "A" which is attached hereto and made a part hereof.

3. For the services rendered pursuant to Paragraph 2, the Provider shall be paid a fee not to exceed the amounts listed in Schedule "A" which is attached hereto and made a part hereof; and
 - a. Any and all requests for payment to be made, including any request for partial payment, and all associated expenses (i.e. postage, photocopies, travel) made in proportion to the work completed, shall be submitted by the Provider on properly executed claim forms of the County and paid only after approval by the County. In no event shall final payment be made to the Provider prior to completion of all services, the submission of reports and the approval of same by the County. Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Provider for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

 - b. The Provider shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Agreement. Such records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County and any other person authorized to conduct an examination shall have access to the records during normal business hours at the office of the Contractor or a mutually agreeable place in Columbia County, New York for the purpose of inspection, auditing and copying. Nothing contained herein shall diminish or in any way adversely affect either party's right to discovery in any pending or future litigation.

 - c. Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Provider as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County shall provide payment pursuant to this paragraph within thirty (30) days after payment would

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otherwise be due pursuant to the provisions of this paragraph 3, but the County shall not be restricted from withholding payment for cause found in the course of such audit or because of failure of the Provider to cooperate with such audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

- d. The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off any monies due to the Contractor under this Agreement up to any amounts due and owing to the County with regard to this Agreement, any other contract with any department or agency of the County, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the County for any reason, including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto,
4. The term of this Agreement shall commence on _____, **2018** and shall terminate on _____, **2019**, except as extended in writing and signed by both parties.
5. The Provider shall issue progress reports to the County as the County may direct and shall immediately inform the County in writing of any cause for delay in the performance of its obligations under this Agreement.
6. In the event the services provided by the Provider pursuant to Schedule "A" require the filing of any pleadings, memorandums of law, Records on Appeal of any statements of facts with any court, or the Clerk thereof, the Provider shall submit a copy of the proposed pleadings, memorandums of law, Records on Appeal or statement of facts to the (NAME OF COUNSEL):_____. After (NAME OF COUNSEL): _____ has cleared the "DRAFT" or proposed pleadings, memorandum of law, Records on Appeal or statement of

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facts, (NAME OF COUNSEL): _____ shall direct the Provider to file the same in the appropriate judicial venue.

7. Either party, upon thirty (30) days written notice to the other, may terminate this Agreement in whole or in part. In such event, the Provider shall be compensated and the County shall be liable for payment for services already rendered under this Agreement prior to the effective date of termination. In the event of a dispute as to the value of the services rendered by the Provider prior to the date of termination, it is understood and agreed that the County shall determine the value of such services rendered by the Provider. Such reasonable and good faith determination shall be accepted by the Provider as final. In the event the County determines that there has been a material breach by the Provider of any of the terms of the Agreement and such breach remains uncured for five (5) days after service on the Provider of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Provider. Notice hereunder shall be effective on the date of mailing.
8. All original records compiled by the Provider in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all similar recorded data, shall become and remain the property of the County. The Provider may retain copies of such records for its own use.
9. Any and all disclosure or requirements for examination and providing records as set forth in this contract are and shall be subject to the prohibitions, limitations and requirements of the Health Insurance Portability and Accountability Act (42 U.S.C.A. Section 210 et seq.), and any and all rules, regulations and agency requirements adopted or made thereunder. Any refusal to disclose information by any party asserting such

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prohibitions or limitations shall be subject to enforcement or interpretation as prescribed by said act.

10. Any purported delegation of duties or assignment of rights under this Agreement without the express written consent of the County is void. The Provider shall not subcontract any part of the work without the prior written consent of the County. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a subcontractor shall be deemed work performed by the Provider. In the event an assignment is made with the consent of the County, it shall not constitute a novation and the Provider shall not be released from its obligations to the County under this agreement.

11. The Provider agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The Provider further agrees that, in the performance of this Agreement, no person having any such interest shall be employed by it. The Provider represents and warrants that it has not employed or retained any person, other than a bona fide full-time salaried employee working solely for the Provider to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full-time salaried employee working solely for the Provider) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled or any civil or criminal penalty to which the County may be entitled or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission percentage, gift or consideration.

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12. The Provider expressly understands and agrees that the Provider is and shall in all respects be considered an independent contractor. The Provider, its employees, partners, associates, subcontractors, sub-Providers and any others employed by the Provider to render services hereunder, are not and shall not hold themselves out as, nor claim to be, an officer or employee of the County, nor make claim to any rights accruing thereto, including but not limited to Workers' Compensation, disability benefits, Unemployment Benefits, Social Security coverage, application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, or retirement plan membership or credit. Provider shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Provider activities and responsibilities hereunder. Provider agrees that it is a separate and independent enterprise from the County, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between Provider and the County, and the County will not be liable for any obligation incurred by Provider, including but not limited to unpaid minimum wages and/or overtime premiums.

13. The Provider shall comply, at its own expense, with the provisions of all federal, state and local laws, rules and regulations applicable to the Provider as an employer of labor or otherwise. The Provider specifically represents and agrees that it and its members, officers, employees, agents, servants, Providers and subcontractors have and shall possess the appropriate licensure, experience, knowledge and character necessary to qualify them individually for the particular duties they perform hereunder.

14. The Provider expressly agrees:
 - a. that in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate against any

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employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status; and

- b. that if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Provider agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract; and

- c. that if this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Provider agrees that neither it nor its contractors, subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in the hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or discriminate against or intimidate any employee hired for the performance of work under this contract; and

- d. that if this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Provider's employees nor the employees of its contractors, subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department and the Contractor and its subcontractors must pay a least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law; and

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- e. that no contractor, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, sex, age, physical disability or national origin; and
 - f. that there may be deducted from the amount payable to the Provider by the County under this Agreement a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Agreement; and
 - g. that this Agreement may be cancelled or terminated by the County, and all funds due or to become due hereunder may be forfeited, for a second or any subsequent violation of this section of the Agreement.
15. Provider agrees to hold harmless and indemnify the County of Columbia, and the officers, agents, and employees of said County from and against all loss, damage, claims, demands, causes of action, judgments, losses, damages, liabilities, penalties and other obligations and expenses (including, without limitation, to reasonable attorneys' fees) arising out of bodily injury or property damage of whatever kind or nature, caused by Provider and/or its employees, and arising out of Provider's performance of this Agreement.
16. Provider agrees to procure and maintain, at its own expense, insurance with insurance companies authorized to do business in the State of New York, covering all operations under this Agreement, whether performed by Provider, its employees, or its subcontractor (if any), as follows:

The coverage parts and amount of insurance required are those checked below and initialed by the Provider. A copy(ies) of the Certificate(s) of Insurance(s) are attached hereto:

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_____ Commercial General Liability insurance with minimum limits of \$1,000,000.00 per occurrence, subject to a \$2,000,000.00 annual aggregate. Coverage shall include bodily injury, property damage, personal injury, and blanket contractual liability.

_____ Automobile Liability insurance with minimum limits of \$1,000,000.00 each accident. Coverage shall provide for any vicarious liability of the County of Columbia and be applicable to all owned, non-owned, hired, borrowed or temporality used vehicles by Provider.

_____ Provider herein acknowledges that operation of a motor vehicle is not included in the scope of services to be provided under this contract.

_____ Professional Liability insurance with minimum limits of \$1,000,000.00 per occurrence and a \$3,000,000.00 annual aggregate. ***The County of Columbia must be listed as additional insured.***

_____ Statutory Workers' Compensation, Employer's liability and New York State Disability in accordance with the Workers' Compensation and disability benefits laws of the State of New York;
or

The Provider represents that his/her business is exempt from the requirements of Workers' Compensation due to the following by checking and initialing below:

_____ _____ is a single member LLC with no current employees.

_____ the business is owned by one individual with no employees, leased employees, borrowed employees, part-time employees or unpaid volunteers (including family members) and is not a corporation.

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_____ the business is a partnership under the laws of New York State, and there are no employees, leased employees, borrowed employees, part-time employees or unpaid volunteers (including family members).

_____ the business is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation, and there are no employees, leased employees, borrowed employees, part-time employees or unpaid volunteers (including family members). Specifically, if the corporation is owned by two people, each person must own at least one share of stock and between them own all the shares of stock in the corporation. In addition, they both must be corporate officers and between the two of them hold all the offices of the corporation.

17. Before commencing work on behalf of the County of Columbia, Provider shall furnish Certificates of Insurance reflecting the insurance requirements set forth in Paragraph 16. The County of Columbia shall be designated as an additional insured on any and all insurance policies required under this Agreement and such designation shall be reflected on the Certificates of Insurance.
18. The Contractor shall maintain any required insurance coverage during the life of this Agreement and the failure to do so shall make this Agreement voidable by the County.
19. Underwriters will have no rights of recovery or subrogation against the County, it being the intention of the parties that the insurance policies so affected shall protect both parties.
20. The insurance company(ies) issuing the policy(ies) shall have no recourse against the County for payment of any premiums or assessments under any form of the policy.

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21. Any and all deductible and self-insured retentions in the above-described insurance policies shall be assumed by and at the risk of Provider in the amounts indicated in such policies.
22. All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the County:

Name/Department: Matt B. Murell, Chairman
Columbia County Board of Supervisors

Street Address: 401 State Street

City, State, Zip: Hudson, New York 12534

Name/Department: Robert M. Gibson, Commissioner
Columbia County Department of Social Services

Street Address: 25 Railroad Avenue, PO Box 458

City, State, Zip: Hudson, New York 12534

To the Provider:

Name/Department: ABC Watch and Security Services

Street Address: 123 Main Street

City, State, Zip: Hudson, New York 12534

23. This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

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24. In the event of a conflict between the terms of this contract and the terms of the attached Schedule "A" or other attachments, the terms of the attachments shall control, if also signed by a duly authorized representative of each of the parties.

25. This Agreement shall be deemed executory only to the extent of funds appropriated and available to the County for the purpose of the Agreement, as specified in the Columbia County Adopted Budget and no liability on account thereof shall be incurred by the County beyond the amount of such monies. It is understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of this Agreement.

26. The parties hereto understand and agree that each and every provision of law, rules and regulations and clause required by law to be inserted in this Agreement shall be deemed to be incorporated herein by reference. Accordingly, if, through mistake, inadvertence, or otherwise, such provision is not inserted, or is incorrectly inserted, said law, rules, or regulations and/or clause shall be deemed to have been inserted herein and this Agreement shall be read and enforced as though such provision of law and/or clause were included herein.

27. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

28. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a New York State court of competent jurisdiction.

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29. This Agreement shall be construed and enforced in accordance with the laws of the State of New York and venue for any action shall be in the Columbia County Supreme or County Court.
30. This Agreement is entered into for the purpose of performing a governmental function, and it shall inure only to the benefit of the entities that are the parties hereto. This Agreement is not intended to benefit any person or entity that is not a signatory to this Agreement, and it does not create any rights in favor of, nor does it expand or enlarge any rights of, persons or entities who are not signatories to this Agreement. There are no third-party beneficiaries to this Agreement.

IN WITNESS WHEREOF, The County of Columbia and the Provider have executed this Agreement as of the date(s) written below.

THE COUNTY OF COLUMBIA

By: _____
Robert M. Gibson, Commissioner

Date: _____

By: _____
Matt B. Murell, Chairman

Date: _____

THE PROVIDER

By: _____
Sam Sample
ABC Watch and Security Services

Date: _____

Authorized by the Board of Supervisors of the County of Columbia on the _____ day of _____, 2018, pursuant to Resolution No. XX-2018.

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Approved as to form:
(County Attorney)

SCHEDULE "A"

(Description of services to be provided by Provider and fee for such services)

Provision of watch guard and security services at the GalVan Motel, 3550 Route 9 Town of Greenport, NY. Up to forty (40) hours per week. (Annual price based on maximum forty (40) hours per week.)

Cost not to exceed \$ _____ per year, billed monthly.

ADDENDUM

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Legal Compliance:

The Contractor agrees to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract. Further, Contractor agrees to comply with the rules and regulations of Columbia County. Columbia County's Compliance Plan can be reviewed at www.columbiacountyny.com, or a copy can be obtained upon request. The Contractor agrees to abide by the terms of this Plan when delivering services under this Contract and shall ensure that each individual that provides such services under this contract is provided with a copy of the Plan or given access to the Plan.

Furthermore, Columbia County strongly encourages all healthcare providers contracting with Columbia County to implement their own compliance program which addresses each of the seven elements of compliance recommended by the Office of Inspector General, as well as the eight elements as recommended and/or mandated by the New York State office of the Medicaid Inspector General.

Exclusion Screening Statement for contracts:

Columbia County is committed to maintaining high quality care and service as well as integrity in its financial and business operations. Therefore, Columbia County will conduct appropriate screening of providers, employees, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor.

Columbia County will also verify that entities and businesses that provide and/or perform services for Columbia County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs.

By signing this contract, you are attesting to that fact that you and/or the provider, which you represent, have not been sanctioned nor excluded by any of the aforementioned entities.

CONTRACTOR

BY:

Sam Sample
ABC Watch and Security Services
Dated: _____

COLUMBIA COUNTY

BY:

Matt B. Murell, Chairman
Columbia County Board of Supervisors
Dated: _____

Robert M. Gibson, Commissioner
Columbia County Dept. of Social Services
Dated: _____

CERTIFICATE(S) OF INSURANCE COVERAGES

Attached (to be provided by Consultant/provider)