

**TOWN OF RIVERHEAD
Community Development Agency
Resolution # 3**

**AUTHORIZATION TO PUBLISH ADVERTISEMENT OF A REQUEST FOR
PROPOSALS FOR SECURITY SERVICES AT EPCAL**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead Community Development Agency (“CDA”) and the Town of Riverhead (“Town”) are in the process of updating, developing and implementing a reuse plan for the former Naval Weapons Industrial Reserve Plant site, known and commonly referred to as “NWIRP” or “EPCAL”, to bring to fruition economic development to the Town of Riverhead; and

WHEREAS, a recent market study identified safety and security as an issue that the CDA and Town should address to improve EPCAL’s position in the marketplace and, as such, the CDA and Town seek proposals from experienced and qualified vendors to provide security services at EPCAL which consists of approximately 2,900 acres located in Calverton, Town of Riverhead, New York; and

WHEREAS, the CDA and Town seek authorization to publish and post a notice to bidders for proposals to provide security services for the EPCAL property.

NOW THEREFORE BE IT RESOLVED, that the Town Board, acting as governing body of the Town of Riverhead Community Development Agency, hereby authorizes the issuance of the attached Request for Proposals for Security Services at EPCAL; and be it further

RESOLVED, that the Town Clerk is hereby authorized to publish and post the following public notice in the January 26, 2012 issue of the News-Review; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No Gabrielsen ABSENT
Wooten Yes No Dunleavy ABSENT
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

NOTICE TO BIDDERS

TAKE NOTICE, that sealed proposals will be received by the Office of the Town Clerk at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York on or before **February 23, 2012 at 11 o'clock am**, prevailing time, for:

REQUEST FOR PROPOSALS

The Town of Riverhead is seeking proposals for **Security Services at EPCAL**.

Specifications and guidelines for submission of proposals are available on the Town website at www.riverheadli.com, click on bids, or at the Office of the Town Clerk and may be picked up between the hours of 8:30 am and 4:30 pm, Monday through Friday, beginning **January 26, 2012**.

Each proposal must be submitted in a sealed envelope clearly marked "**SECURITY SERVICES AT EPCAL**". Proposals must be received by the Office of the Town Clerk by no later than **11:00 am on February 23, 2012**.

This RFP is not an offer or a binding commitment to contract on the part of the Town. The Town retains the right to postpone or cancel the RFP or to reject all proposals, if the Town determines, in its sole discretion, that the best interests of the Town will be served thereby.

**BY ORDER OF THE TOWN BOARD
TOWN OF RIVERHEAD
Diane M. Wilhelm, TOWN CLERK**

TOWN OF RIVERHEAD
BID SPECIFICATIONS FOR SECURITY SERVICES AT EPCAL

I. General Description of Project

The Town of Riverhead Community Development Agency (“CDA”) and the Town of Riverhead (“Town”) are in the process of updating, developing and implementing a reuse plan for the former Naval Weapons Industrial Reserve Plant site, known and commonly referred to as “NWIRP” or “EPCAL”, to bring to fruition economic development to the Town of Riverhead. A recent market study identified safety and security as an issue that the CDA and Town should address to improve EPCAL’s position in the marketplace, and, as such, the CDA and Town seek Bids from experienced and qualified vendors to provide security services at EPCAL which consists of approximately 2,900 acres located in Calverton, Town of Riverhead, New York.

II. General Scope of Services

The CDA and Town seek proposals from qualified Contractors to provide security services for the EPCAL property. The EPCAL property (hereinafter referred to as “subject property”) consist of approximately 2900 acres, located at Route 25 and Grumman Boulevard. These bid specifications establish minimum requirements a bidder must meet in order to be eligible for consideration as well as information to be included in the Contractor's bid response. The Town reserves the right to issue a single award, multiple awards, or reject all bids based on the bid responses and a determination as to the best interests of the Town. In addition, the Town is not obligated to accept the lowest bid and reserves the right to amend the scope of the project.

This information is provided for informational purposes only and should not be construed as a commitment by the Town to contract for services.

1. Performance Specifications

The Town is interested in establishing a contract(s) with a firm(s) who will provide at a minimum the following services:

The EPCAL property consists of 2900 acres located at Route 25 and Grumman Boulevard, Calverton, NY. At present, most of the site is undeveloped and unoccupied with the exception of the Grumman Memorial Park, Town Recreational Park (ball fields and related improvements), development of Island Water Park Corp., limited use of the two existing runways (i.e. agreement with LIPA for staging area related to response to emergency conditions), and limited use of taxiways (Sky Dive Long Island). The EPCAL property surrounds an industrial development known as "Camelot I and II" (and commonly referred to as "Burman Subdivision"). While a fence surrounds a significant portion of the property, there are several areas open and accessible via vehicle and/or pedestrian travel. In addition, it is anticipated that the roadway within Camelot I and II and adjacent to the subject property will be completed within the next several months and sections of existing fence will be removed to create an open vista to the entranceway to the subject property. The Town seeks on-site security services to patrol the EPCAL site, seven days a week 6:00 pm to 6:00 am. Contractor shall provide unarmed uniformed security services in and around EPCAL. The Town of Riverhead shall have the right to adjust daily security start and end times and eliminate some daily security hours as the Town sees fit.

Contract security personnel will provide a variety of services which may include but are not limited to the following general tasks: entry and egress access control; roving patrols of the entire parcel including exterior building areas; incident and daily operating reports; monitoring, responding and coordinating efforts with Town Police regarding intrusion detection, alarm and fire detection and reporting of said events; and such other tasks or duties identified in post orders and standard operating procedures.

Contractor shall ensure hiring, training and administration of motivated and professional employees that meet or exceed both Contractor's and the Town of Riverhead's standards.

Contractor shall develop a comprehensive set of post orders/standard operating procedures documenting both general procedures as well as site-specific responsibilities. The post orders shall be prepared prior to the commencement of the contract, and must be reviewed and approved by the Town of Riverhead within thirty (30) days from commencement of Contractor's

services to the CDA and Town. Contractor shall require all security officers to read and verify understanding and compliance with the post orders.

Contractor is responsible for the daily personal appearance of security personnel. Contractor shall provide seasonal uniforms and weather-appropriate protective clothing necessary to support continuous performance of contract requirements. Security officers are prohibited from carrying weapons of any kind, including but not limited to: firearms, nightsticks, martial arts weapons or equipment, batons or any chemical agent spray or liquid.

Contractor shall administer all cost accounting and billing relative to this contract.

Contractor shall respond as necessary to accommodate additional duty hours as may be requested by the Town of Riverhead.

2. Payment

Each vendor is notified that certified payroll prevailing wage rate documentation may be required for specific projects. Provide billing rates for each of the following:

- Security Officer per hour
- Overtime policies, holiday policies and their rates
- Vehicle per month
- Any other associated costs or equipment, such as surveillance equipment, check point monitors.

3. Term of Contract

The term of this contract shall commence on date of award and continue for a period of one year and may be extended upon mutual assent of the parties herein. The Town shall have the right to terminate the contract with thirty days (30) written notice to the Contractor.

III. Bid Requirements

1. Response Format Requirements

Each proposal must include a table of contents with section numbers for each of the required components of the proposal. Vendors must use the bid specifications numbering scheme in their response to allow for efficient evaluation.

All proposals must include a point-by-point response to bid specifications. Each response must be cross-referenced to the corresponding numbered item in these specifications and described in as much detail as possible.

Failure to respond to all points may be grounds for rejection. Likewise, failure to supply any information required to accompany the proposals may cause a rejection of the proposal as non-complaint. The Town reserves the right to request additional information and/or presentations, if clarification is needed. Proposals that do not substantially conform to the contents of the bid request, consequently altering the basis for proposal comparison, may be disregarded and considered as unresponsive.

NOTE: Unnecessarily elaborate brochures and other presentations, beyond those sufficient to present a complete and effective proposal, are neither necessary nor desired.

2. Specific Proposal Responses

The following response requirements are to be addressed in the Vendor's response:

- a. Provide a brief history of your firm and its experience in security services, preferably for towns and villages or other similar institutions (i.e., hospitals).
- b. Describe in detail how your firm will be organized to manage this project. Indicate by position or title the person who will have the overall responsibility for this project and indicate the support staff available to assign to this project. Include brief biographical information regarding the personnel who would be directly responsible for the management and supervision of this project.

- c. Provide a complete list and description of equipment that your company owns and operates that will be used to provide the security services identified above.
- d. Cost Proposal and Invoicing

Provide billing rates for each of the following:

- Security Officer per hour
- Overtime policies, holiday policies and their rates
- Vehicle per month
- Any other associated costs or equipment, such as surveillance equipment, check point monitors.

Proposed invoicing shall be monthly. All invoices will clearly identify applicable job site coding in order to associate Contractor's actual costs with the PRA's job site or job codes.

3. References

Provide a listing of references from current or former clients to whom the bidder has provided similar services as described in these bid specifications, particularly references from other towns or villages. Please include name, title and telephone number of a contact person at each institution.

4. Pricing Structure

Pricing shall remain firm for one year from date of award. Any requests for price increases after that shall be submitted in writing to the Town Purchasing Department, attention Maryann Tague, and must include an explanation or justification for such requests.

IV. Bid Evaluation Criteria

1. Evaluation

The award of the Bid Specifications will be based upon a comprehensive review and analysis of all proposals and determination of the proposal which best meets the needs of the Town.

The award shall be made to the most responsive bidder offering the best value as determined by the Town. All vendors submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

The Town will include in its evaluation: proposals, presentations (if requested), references and interviews.

All proposals will be evaluated by the Town, which will use the specific evaluation criteria listed below. Proposals will be evaluated as to the vendor's response to the following criteria:

a. Qualifications and Experience:

- Prior experience including references and current client list
- Ability to provide personnel and/or equipment for security services for the period of time(s)/schedule set forth above.
- General qualifications and experience as they relate to compliance with New York contracting statutes and regulations.

b. Fee for the security services

c. References: Each proposer is required to provide a list of references as required above with which it has provided services similar to the one in the Bid Specifications. Please include name, title and telephone number of a contact person at each institution. The Town reserves the right, but is not obligated to, contact any organization or institution and review the services provided or any systems installed and implemented by a proposer as a reference.

The Town will include in its evaluation: proposals, presentations (if requested), references and interviews. In addition, the award will be predicated upon the successful negotiation of specific terms and conditions on any resulting award or purchase order. The Town will be the sole judge of the suitability of the proposed Agreement.

APPENDIX I. References

Proposals should include three organizations or institutions, of similar or the same size, where your organization has provided services similar to the services you are proposed for the Town. Please include name, title, telephone number and e-mail address of a contact person at each institution. **References may be checked electronically; the requirement for e-mail addresses is a mandatory requirement.**

References:	Institution	Contact	Telephone No.
Reference #1:	_____	_____	_____
E-mail:	_____		
Reference #2:	_____	_____	_____
E-mail:	_____		
Reference #3:	_____	_____	_____
E-mail:	_____		



V. BID

Security Services at EPCAL

TOWN OF RIVERHEAD

BID SHEET

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY TELEPHONE: _____

COMPANY FAX NUMBER: _____

COMPANY CONTACT: _____

COMPANY EMAIL ADDRESS: _____

In compliance with your advertisement in the **JANUARY 26, 2012** issue of the News Review or bids to be opened on **FEBRUARY 23, 2012** conditions thereof, the undersigned hereby proposes to furnish the item(s) and/or service(s) itemized in this proposal in accordance with the Notice to Bidders, General Information Agreement and Specifications contained herein on the Bid Proposal Form attached. Vendors shall attach a copy of the Bid proposal to this form.

Bidder certifies that the prices quoted herein do not include Federal Excise Tax or any Federal, New York State or City Sales Tax and are not higher than prices charged to any governmental or commercial consumer for like merchandise and/or service; and all prices include shipping and freight charges to any Municipal building or site within the Town of Riverhead.

Respectfully submitted,

SIGNED BY: _____

TITLE: _____

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed bids for SECURITY SERVICES AT EPCAL will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York until 11:00 am on February 23, 2012 at which time they will be publicly opened and read aloud.

Bid specifications may be examined and/or obtained on January 26, 2012 at the Office of the Town Clerk between the hours of 8:30 am and 4:30 pm weekdays, except holidays, or by visiting the Town of Riverhead website at www.riverheadli.com and click on Bid Requests.

Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked "SECURITY SERVICES AT EPCAL".

Please take further notice that the Town Board reserves the right to reject in whole or in part any or all bids, waive any informality in the bids, and accept the bid which is deemed most favorable in the interest of the Town of Riverhead. The Town Board will use its discretion to make judgmental determination and the award of the Bid Specifications will be based upon a comprehensive review and analysis of all proposals and determination of the proposal which best meets the needs of the Town. The award shall be made to the most responsive bidder offering the best value as determined by the Town. All vendors submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

Note: Bid responses must be delivered to the Office of the Town Clerk at the address above. The Town may decline to accept, deem untimely, and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

NON-COLLUSIVE CERTIFICATE

(MUST BE COMPLETED. SIGNED. NOTARIZED AND RETURNED WITH BID)

UNDER PENALTIES OF PERJURY:

_____ (bidder), being duly sworn, deposes and says:

- A) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- B) This bid or proposal has not knowingly been disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor, or potential competitor;
- C) No attempt has been made or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal;
- D) The person signing this bid or proposal certifies that he has been fully informed regarding the accuracy of the statements contained in this certification, and under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as the person signing on its behalf; and
- E) That the attached hereto (if a corporate bidder) is a certified copy of a resolution authorizing the execution of this certificate by the signatory of this bid or proposal on behalf of the corporate bidder.

Corporation: _____
(PRINT CORPORATION NAME)

By: _____
(SIGNATURE)
(TITLE)

Address: _____

Sworn to before me this

_____ day of _____, 2012

Notary Public

I/WE FULLY UNDERSTAND THAT THE ACCEPTANCE OF THIS BID IS SUBJECT TO THE PROVISIONS OF SECTION 103A AND 103B OF THE GENERAL MUNICIPAL LAW.

NAME OF AGENT/DEALER: _____

ADDRESS: _____

CONTACT PERSON: _____

DATE: _____

SIGNATURE OF AGENT/DEALER: _____

**TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY**

Resolution #4

**AUTHORIZES THE CHAIRMAN TO EXECUTE A LICENSE AGREEMENT WITH
LACONIC PRODUCTIONS, LLC**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Wooten

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Riverhead hereby authorizes the Chariman to execute a License Agreement (copy attached herewith) between the Town of Riverhead Community Development Agency and Laconic Productions, LLC in connection with the utilization of a portion of Town of Riverhead-Enterprise Park at Calverton Western Runway/Taxiway, Grumman Boulevard/River Road, Calverton for videotaping a music video; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to James Newman, V.P. , Laconic Productions, LLC, 24 Sandy Court, Lake Grove, New York 11755; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Giglio Yes No

Gabrielsen ABSENT

Wooten Yes No

Dunleavy ABSENT

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

LICENSE AGREEMENT

This Contract is made and entered into as of this ____ day of January, 2012, by and between **Laconic Productions, LLC.**, a corporation existing under the laws of the State of New York, having a principal place of business at 24 Sandy Court, Lake Grove, New York 11755 and the **Town of Riverhead Community Development Agency**, an urban renewal agency, with offices located at 200 Howell Avenue, Town of Riverhead, County of Suffolk and State of New York:

WHEREAS, Laconic Productions, LLC, wishes to utilize specified locations located with the Town of Riverhead Community Development Agency for the purposes of videotaping for music video; and

WHEREAS, the Town of Riverhead Community Development Agency has agreed to permit the utilization for said production at the following locations:

(a) Enterprise Park at Calverton Western Runway/Taxiway; and

WHEREAS, LACONIC Productions, LLC has agreed to terms under which it will be granted the use of said locations;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Use of Property: The Town of Riverhead Community Development Agency hereby grants Laconic Productions, LLC permission to utilize the aforementioned location on February 4, 2012 for the aforementioned purposes.

2. Cleanup: Laconic Productions, LLC agrees to provide cleanup and removal of any debris or props deposited by reason of its actions in connection with the Agreement.

3. Compliance With Laws: Laconic Productions, LLC agrees at all times to comply with all applicable federal, state, county and municipal laws, regulations, ordinances, codes and restrictions, including, without limitation, compliance with Article 28 of the New York State Tax Law and applicable regulations thereunder, and will secure any and all permits or licenses required for its activities and operations carried out at the locations.

4. Compensation: In exchange for License set forth above for the use of the aforementioned Town of Riverhead Community Development Agency locations, Laconic Productions, LLC will pay the Town of Riverhead Community Development Agency a license fee in the amount of \$400.00. All sums payable by Laconic Productions, LLC under this Agreement shall be made on or before January 25, 2012.

5. Responsibilities of Laconic Productions, LLC: Subject to the terms of this Agreement, Laconic Productions, LLC will be responsible for carrying out and shall have exclusive control of all operations associated with the Event and related activities, including without limitation, and shall diligently and continuously engage in such cleanup efforts so that the cleanup will be accomplished as soon as reasonably practicable (but in no event later than two days thereafter). All locations will be restored to

the condition that existed prior to the Event (hereafter, the "restoration") and be completely clean and free of clutter and debris.

6. Insurance and Indemnification: Laconic Productions, LLC will be responsible for providing comprehensive general liability insurance in the amount of not less than \$2,000,000 and automobile liability insurance coverage of not less than \$2,000,000.00 with a company or companies reasonably satisfactory to the Town of Riverhead Community Development Agency. Laconic Productions, LLC shall provide certificates of the foregoing insurance, showing the Town of Riverhead Community Development Agency as an additional insured to the extent of its interest. Finally, Laconic Productions, LLC agrees to indemnify and hold harmless the Town of Riverhead Community Development Agency and their respective officers, employees, agents, representatives and officials from any and all loss or liability associated with the Events and related activities described herein, including liability for damages to property or for injuries or death to persons which may arise from, or be attributable or incident to the use by Laconic Productions, LLC and its employees, agents, representatives and concessionaires, of the aforementioned. With respect to any suit or claim by the Town of Riverhead Community Development Agency, whether under this indemnification provision or otherwise, for itself, its agents, employees and representatives, hereby expressly waives any defense which might preclude or limit either enforcement of this indemnification clause or any reasonable attorneys fees incurred by the Town of Riverhead Community Development Agency securing compliance with the provision of this indemnification agreement.

7. Successors and Assigns. This agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties; provided, however, that nothing herein shall be deemed to permit the assignment of this Agreement by either party without the express written consent of the other party.

8. Entire Agreement. This contract constitutes the entire agreement between the parties and no further agreement, express or implied, written or oral, exists with respect to the subject matter of this document.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Laconic Productions, LLC has caused this instrument to be signed in its limited liability company name and the Town of Riverhead has caused this instrument to be signed in its municipal name, hereunto duly authorized, as of the day and the year first above written.

LACONIC PRODUCTIONS, LLC

By: _____

TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY

By: _____
Sean M. Walter, Chairman