



ORIGINAL

released
4/5/22

April 5, 2022

RFPs Will Be Received Until:

Time: 1:00 P.M.
Day: Tuesday
Date: May 3, 2022
Place: Ulster County BOCES
Administration Building
175 Route 32 North
New Paltz, NY 12561
845-255-1400

RFP# 23-7

SECURITY SERVICES

Bid Period: 5 Years – July 1, 2022 – June 30, 2027

Submit RFP To:

Ulster County BOCES
Administration Building
175 Route 32 North
New Paltz, NY 12561
Attn: Allison Dodd

RFP #23-7 must be submitted in a sealed envelope, clearly labeled with RFP Title and number, due date and time, and vendor's name and address on the **outside** of the envelope.

REQUEST FOR PROPOSAL NOTICE

STATE OF NEW YORK ULSTER COUNTY

The Ulster County Board of Cooperative Educational Services, 175 Route 32N, New Paltz, New York, (in accordance with section 103 of Article 5A of the General Municipal Law), requests Sealed Proposals for:

SECURITY SERVICES

RFPs will be received until 1:00 PM on Tuesday, May 3, 2022 at the office of the Purchasing Agent, Ulster County BOCES, Administration Building, 175 Route 32N, New Paltz, New York 12561.

Specifications and bid forms, including notices to bidders, general conditions, special instructions, bid proposal certifications, bid form and detailed specifications may be obtained at the Administration Building, Board of Cooperative Educational Services, 175 State Route 32 N, New Paltz, New York 12561 or by emailing elynych@ulsterboeces.org

Responses will be analyzed by a Steering Committee which reserves the right to recommend acceptance of each by item, as a group, or as a whole, or in its discretion to reject all responses and to re-advertise. Responses shall remain irrevocable for a period of sixty days. The award of contracts, if at all, shall be made as soon as practicable after the responses are reviewed.

GENERAL TERMS AND CONDITIONS

I. NOTICE TO PROPOSERS

The Board of Cooperative Educational Services (BOCES) of the Sole Supervisory District of Ulster County, (in accordance with Section 103 of Article 5A of the General Municipal Law) hereby invites the submission of sealed proposals for the following:

SECURITY SERVICES

In order to receive consideration, proposals must be submitted to the Purchasing Office of Ulster County BOCES 175 Route 32N, New Paltz, NY 12561 no later than 1:00 P.M. on Tuesday, May 3, 2022. Specifications and Proposal forms may be obtained at: Ulster County BOCES, Administration Building, 175 Route 32N, New Paltz, New York 12561

II. DEFINITIONS

"BOCES" - Board of Cooperative Educational Services, of the Sole Supervisory District of Ulster County.

"Agency" - BOCES/Board of Cooperative Educational Services, of the Sole Supervisory District of Ulster County.

"Contract" - an awarded Proposal comprised of the RFP Documents, (i) Terms and conditions of the RFP (ii) and any terms and conditions negotiated by BOCES. Proposals submitted by Vendors shall not become part of the Contract unless separately signed and agreed to by BOCES.

"Notice to Proposers" - a formal statement that, when issued, constitutes an invitation to Proposal on the services, materials, and supplies, described in the RFP Documents.

"Proposal" or "Bid" - RFP Documents as completed by the Vendor.

"RFP" - Request for Proposal- an offer to furnish services, supplies or materials in accordance with the RFP Documents.

"RFP Documents" - General Terms and Conditions, Specifications and Proposal Forms and all attachments.

"Specification(s)" - description of services, materials, and supplies, and the conditions for their provision.

"Successful Vendor(s)" - a Vendor or Proposer to whom an award is made by BOCES.

"Vendor" or "Proposer" - any entity (e.g., individual, partnership, organization, institution, agency, municipality, government, company or corporation) submitting an offer in response to this RFP.

III. INSTRUCTIONS TO VENDORS

1. Proposals received after the time stated in the Notice to Proposers will not be considered and will be returned to the Proposer unopened. The Proposer assumes the risk of any delay in the mail or in the handling of the mail by BOCES employees. The Proposer assumes all responsibility for having the Proposal deposited on time at the place specified.
2. BOCES will interpret the submission of a Proposal to mean that the Proposer is fully informed as to the extent and character of the services, supplies and materials required and that the Proposer can furnish same in complete compliance with the RFP Documents.
3. The non-collusive certification must be filled out in its entirety and included with each Proposal as required by BOCES.
4. The forms listed below must be completed and included with each Proposal and all Proposers must sign all RFP Documents where indicated. Each of these forms are included in and form the Contract.
 - A. RFP
 - B. Vendor Form
 - C. Non-Collusive Bidding Certification
 - D. Iran Divestment Act of 2012 Certification
 - E. Education Law 2-D Rider
 - F. Vendor's Data and Privacy Plan
 - G. Parents Bill of Rights – Data Privacy & Security
 - H. Detailed Specifications of Insurance
 - I. Exhibit A
5. No interpretation of the meaning of the RFP Documents will be made to any Vendor orally. Every request for such interpretation should be in writing, addressed to BOCES. Any interpretations issued will be in the form of addendum/addenda to the RFP. All addendum/addenda so issued shall become a part of the RFP. Any addenda sent to the Proposers shall be binding and take precedence over the section of the original RFP Document which it replaces.
6. BOCES may make any investigation they deem necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the BOCES all such information and data for this purpose as BOCES may request.

IV. AWARD AND RESERVATION OF RIGHTS

1. The Contract may be awarded to the responsive and responsible Vendor(s) offering a Proposal response that best meets the terms, conditions and Specification criteria stated in the RFP.

2. BOCES reserves the right to make awards within sixty (60) days after the date of the Proposal opening during which period Proposals may not be withdrawn unless the Proposer distinctly states in the Proposal that acceptance thereof must be made within a shorter specified time.
3. BOCES reserves the right to inspect the Proposer's physical facilities prior to award. If the facility is found to be insufficient for the services specified herein, BOCES reserves the right to reject the Proposal.
4. BOCES reserves the right to reject all Proposals. Also reserved is the right to reject, any Proposal in whole or in part, and to waive non-material defects, qualifications, irregularities, and omissions, if, in its judgment, the best interests of BOCES will be served.
5. BOCES reserves the right to reject incomplete Proposals. BOCES also reserves the right to request additional data or material at any time. All material submitted in response to this RFP will become the property of BOCES upon the opening of this RFP.
6. BOCES reserves the right to reject Proposals that impose conditions that would modify the terms and conditions of the RFP Documents or limit the Vendor's liability to BOCES on the Contract awarded on the basis of such Proposal.
7. BOCES reserves the right to reject any Proposal where investigation and evaluation of the Vendor's qualifications indicate that the Vendor may not promptly and efficiently complete the services as per the Specifications.
8. BOCES reserves the right to negotiate the terms of the RFP, including the award amount, with the selected Vendor(s) prior to entering into a Contract.
9. BOCES reserves the right to retain all Proposals submitted and to use any ideas in a Proposal regardless of whether that Proposal is selected.
10. Each Proposal will be received with the understanding that the acceptance thereof, in writing, by BOCES to furnish any or all of the products and/or services described therein shall constitute a contract between the successful Proposer and BOCES. The Contract shall bind the successful Proposer to furnish and deliver at the prices and in accordance with the conditions of this Proposal. BOCES reserves the right to increase or decrease the products and/or services in the best interest of BOCES.
11. All Proposals, with consideration to the escalation clause (inclusive of pricing), will be held firm for the duration of the Contract including any extensions agreed to by the parties.
12. The placing in the mail of a notice of award to a Successful Vendor, to the address given in the Proposal, will be considered sufficient notice of award of Contract. Failure of the Successful Vendor to contact BOCES to object to the award or prices therein,

within seven (7) days of mailing of notice of award, will be considered an acceptance of the Contract by the Successful Vendor(s).

13. If the Successful Vendor fails to deliver or provide the services within the time specified, or within reasonable time as interpreted by BOCES, or fails to make replacement of rejected items when so requested immediately or as directed by BOCES, BOCES may purchase from other sources to take the place of the item rejected or not delivered or services not provided. BOCES reserves the right to authorize immediate purchase from other sources against rejections on any Contract when necessary. On all such purchases, the Successful Vendor agrees to reimburse BOCES promptly for excess costs occasioned by such purchases. Should the cost be less, the Successful Vendor shall have no claim to the difference. Such purchases will be deducted from Contract quantity.
14. In the sole discretion of BOCES the Proposal of a Vendor whose performance on any previous contract with BOCES has been determined to be unsatisfactory may be rejected.

V. GUARANTEES BY THE SUCCESSFUL VENDOR

1. **INSURANCE:** See detailed specifications under Insurance Requirements

VI. SUCCESSFUL VENDOR INSTRUCTIONS/RESPONSIBILITY

Legal Compliance

1. The Successful Vendor must follow the rules and regulations and Board Policies of BOCES and/or component districts where services pursuant to the Proposal are being performed.
2. The Vendor shall be solely responsible for complying with all applicable State and Federal laws, rules and regulations which may govern the work specified in this RFP. The cost of such compliance shall be borne entirely by Vendor, who shall hold BOCES harmless from any claims, demands or penalties arising from Vendor's failure to comply with the above.
3. Vendor hereby certifies that they possess all required certifications, licenses and insurances necessary to perform the services described within this Contract. Vendor also certifies that all individuals performing any of the services described are duly qualified through experience and education.
4. Vendor shall have in place sufficient internal controls to ensure that confidential information is safeguarded in accordance with all applicable laws and regulations, including, but not limited to, CIPA, FERPA and HIPAA, if applicable. Specifically with respect to any educational data assessment software, Vendor will furnish BOCES with written documentation detailing these controls.

Non-Discrimination

5. Services provided pursuant to this Contract shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.

Payments

6. Payment shall be made within sixty (60) days following the satisfactory rendering of services under the Contract upon approval by BOCES or an invoice dispute shall be provided by BOCES within that timeframe.
7. Payment will be made only after a correct, original invoice has been received from Successful Vendor. Invoices for payment shall be submitted on a monthly basis. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. Services not invoiced by Successful Vendor within 60 days are deemed waived.
8. Payment of any invoice shall not preclude BOCES from making a claim for adjustment for any services found not to have been in accordance with the RFP Documents.

Cancellation of Award/Termination of Contract

9. BOCES reserves the right to cancel the Contract, for any reason, in whole or in part upon 15 days written notice to the awarded Vendor. If the Contract is so cancelled, BOCES shall be liable only for payment in accordance with the payment provisions of the Contract for services or supplies rendered prior to the effective date of cancellation. No early cancellation or other penalties may be charged to BOCES because of its decision to exercise this right.
10. In the event the Successful Vendor fails to deliver as ordered, or within the time specified, or fails to abide by any of the provisions of this Contract, including but not limited to, untimely performance, inadequate adherence to the schedule, or other unsatisfactory performance, such failure shall constitute a breach of Contract and may result in termination of the Contract by BOCES.
11. In the event of breach, BOCES may provide written notice to the Successful Vendor of such breach. If the Successful Vendor does not cure such breach within a ten (10) day period of such notice, BOCES reserves the right to terminate said Contract immediately.
12. In the event of such termination, (i) the required services may be procured from the apparent responsible second low vendor or other sources so that the continuity of

the operations may be protected, and (ii) the terminated Successful Vendor agrees to reimburse BOCES promptly for excess costs occasioned by such expenditures.

Non- Assignment

13. In accordance with New York State General Municipal Law 109, at no time during the duration of any Contract resulting from this Proposal, shall the Successful Vendor be allowed to assign any portion of this Contract to a third party without prior written approval by BOCES
14. The Successful Vendor may not engage subcontractors, hire others to perform all or part of this Contract, or otherwise delegate its obligations to perform under this Contract without the prior written approval of BOCES

Non-Appropriation

15. In accordance with the New York State Education Law (§1725, §1725-a, and §1950), and §109-b of the General Municipal Law, in the event that the BOCES and/or participating component district(s) must terminate a contract for non-appropriation of funds, BOCES and/or participating component district(s) agrees to pay all outstanding balances, plus earned interest to the date of cancellation. Unearned interest shall not be charged and no other charges including, but not limited to, penalty charges, service charges, or early payment charges may be assessed.
16. Notwithstanding any provisions to the contrary herein, in the event BOCES fails to obtain CoSer approval, or if the component school districts decline to participate, the BOCES may terminate this Contract upon 5 (five) days' notice to the Vendor without further obligation to any party.

Saving Clause

17. The Successful Vendor shall not be held responsible for any losses resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, act of God or any other acts not within the control of the Successful Vendor, and which, by the exercise of reasonable diligence, the Successful Vendor is unable to prevent.

Severability

18. Should any provision of this Contract, for any reason, be judicially declared invalid and/or unenforceable, such declaration shall not affect the validity of the remaining provisions, which shall remain in full force and effect as if the Contract had been executed with the invalid provision(s) eliminated.

Failure to Enforce

19. BOCES' failure to enforce at any time, or for any period of time, the provisions of this Contract shall not be construed to be a waiver of such provisions or of the right to enforce each and every provision.

Indemnification and Hold Harmless

20. The Successful Vendor agrees to defend, indemnify and hold harmless BOCES, their officers, directors, agents, or employees against all claims, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, error or negligence of the Vendor, its offices, directors, agents or employees in relation to the performance of the Contract.

Venue

21. The Proposal/Contract shall be interpreted in accordance with the substantive laws of the State of New York. Any suits concerning the Proposal/Contract will be brought and adjudicated in Supreme Court, Ulster County.

Toxic Substance

22. The Successful Vendor must supply information on any items provided pursuant to this Contract which contain any substance that is listed in the latest printed edition of the National Institute for Occupational Safety and Health Registry of Toxic Effects of Chemical Substance or which has yielded positive evidence of acute or chronic health hazards in human, animal, or other biological testing. Such information shall be sent to BOCES and shall be in conformance with New York State Law. Such information shall include:
- i. The name or names of the toxic substance including the generic or chemical name.
 - ii. The trade name of the chemical and any other commonly used name, to be hazardous, if known
 - iii. The level at which exposure to the substance is determined to be hazardous, if known
 - iv. The acute and chronic effects of exposure at hazardous levels
 - v. The symptoms of such effects
 - vi. The potential for flammability, explosion, and reactivity of such substance
 - vii. Appropriate emergency treatment
 - viii. Proper conditions for safe use and exposure to such toxic substance
 - ix. Procedures for clean-up of leaks and spills of such toxic substance
23. Each Vendor furnishing a toxic substance, as defined by Section 875 of New York State Labor Law, to BOCES shall provide at least two (2) copies of a material safety data sheet (MSDS), which shall include for each substance the information outlined in Section 876 of New York State Labor Law. For additional information, Chapter 551 of the Laws of New York, 1980, Article 28 (toxic substances) can be found on pages TS-1 & TS-2.

Taxes

24. No charge will be allowed for federal, state or municipal sales and excise taxes since the BOCES is exempt from such taxes. The price shall be net and shall not include the amount of any such tax.

Entire Agreement

25. This Contract constitutes the full and complete Contract between the BOCES and the Vendor, and supersedes all prior written and oral agreements, commitments, or understandings with respect thereto.

Contract Construction

26. This Contract has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

Amendment

27. This Contract may be amended only in a writing signed by both parties.

Execution

28. This Contract, and any amendments to this Contract, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

Authority to Enter Contract

29. The undersigned representative of Vendor hereby represents and warrants that the undersigned is an officer, director or agent of Vendor with full legal rights, power and authority to enter into this Contract on behalf of Vendor and bind Vendor with respect to the obligations enforceable against Vendor in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

VENDOR NAME: ATLAS SECURITY SERVICES ULSTER COUNTY BOCES

SIGNED BY: [Signature]

NAME: Scott F. Perry

TITLE: VP

SIGNED BY: [Signature]

BOARD CLERK, ULSTER BOCES

Approved by BOB May 25, 2022



ATLASEC-01

RMISENAR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|---|--------|
| PRODUCER Ulster Insurance Services, Inc. 180 Schwenk Drive Kingston, NY 12401 | CONTACT NAME: Janice Ballard | |
| | PHONE (A/C, No, Ext): (845) 338-6000 3935 FAX (A/C, No): (845) 481-7251 | |
| | E-MAIL ADDRESS: jballard@ulstersavings.com | |
| INSURED Atlas Security Services Inc 2002 Route 17M, STE 6 Goshen, NY 10924 | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Allied World Surplus Lines | 24319 |
| | INSURER B: Twin City Fire Insurance Company | 29459 |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | X | | 5200136307 | 1/20/2022 | 1/20/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | 5201038507 | 1/20/2022 | 1/20/2023 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 |
| | DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N | N/A | 16WEOY1069 | 1/22/2022 | 1/22/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Ulster County Board of Cooperative Educational Services is included as Additional Insured for General Liability as respects the ongoing operations of the Insured if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Ulster County Boces
175 Route 32N
New Paltz, NY 12561

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Steven A. Badalato