

**CHAPPAQUA CENTRAL SCHOOL DISTRICT  
66 ROARING BROOK ROAD  
P.O. BOX 21  
CHAPPAQUA, NEW YORK 10514**

**CCSD RFP # 2023-01: Security Guard Services**

**MAIN SPECIFICATION**

Chappaqua Central School District requests proposals from firms who are qualified to provide licensed, and uniformed Security Guard Services to the District in a public school setting. The District may request both armed and unarmed guards. The contract period will be for one school year (September 1, 2023 – June 31, 2024), with the option to annually renew for an additional four school years. Renewal periods are by mutual agreement and not automatic.

PROPOSAL DUE DATE: MAY 3RD, 2023 @ 11:00 a.m.

Sealed Proposals to be addressed to:

Mrs. Anne Holmquist  
Purchasing Agent  
66 Roaring Brook Road  
Chappaqua, NY 10514

Proposals should be in sealed envelopes clearly marked “CCSD RFP # 2023-01: SECURITY GUARD SERVICES”.

Scope of Work: The general scope of work shall be to supply all labor, materials, equipment and supervision necessary to provide licensed, uniformed security guard services at all of the Chappaqua Central School District School Buildings.

**School District Location(s):**

- |                                                                                 |                                                                               |
|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| 1. Douglas Grafflin Elementary School<br>650 King Street<br>Chappaqua, NY 10514 | 2. Roaring Elementary School<br>530 Quaker Street<br>Chappaqua, NY 10514      |
| 3. Westorchard Elementary School<br>25 Granite Road<br>Chappaqua, NY 10514      | 4. Robert E. Bell Middle School<br>50 Senter Street<br>Chappaqua, NY 10514    |
| 5. Seven Bridges Middle School<br>222 Seven Bridges Road<br>Chappaqua, NY 10514 | 6. Horace Greeley High School<br>70 Roaring Brook Road<br>Chappaqua, NY 10514 |

- A) The services must be provided for between 176 and 185 school days, dependent on the school calendar and emergency closings. The contractor will be notified of any emergency closings of the District and the Contractor shall not bill the District for those days. The contractor will follow the school calendar for the required coverage for the District. Coverage may be required for additional days or hours (graduation ceremony, concerts, sports events, summer school, etc.), the Contractor shall bill the District at the same hourly rate listed in the proposal.
- B) Guard Schedule:

| Location                           | Schedule          | Number of Guards*               |
|------------------------------------|-------------------|---------------------------------|
| Horace Greeley High School         | 7:00am to 3:00pm  | 4 (Security Officer Level II**) |
| Horace Greeley High School         | 10:00am to 6:00pm | 1 (Security Officer Level II)   |
| Robert Bell Middle School          | 7:15am to 3:15pm  | 1 (Security Officer Level II)   |
| Seven Bridges Middle School        | 7:15am to 3:15pm  | 1 (Security Officer Level II)   |
| Douglas Grafflin Elementary School | 8:00am to 4:00pm  | 1 (Security Officer Level II)   |
| Roaring Brook Elementary School    | 8:00am to 4:00pm  | 1 (Security Officer Level II)   |
| Westorcharde Elementary School     | 8:00am to 4:00pm  | 1 (Security Officer Level II)   |
| District Wide Supervisor           | 20 hours per week | 1 (Supervisor)                  |

\*Additional events/schedules may be requested by the District such as athletic events, evening events, etc. The District may request changes to shift schedules, personnel type at any time.

\*\*Security Officer Level II as defined by OGS - <https://ogs.state.ny.us/purchase/snt/expired/71011S970329Spec.asp>

C) Guard Qualifications:

1. Minimum of 18 years of age.
2. High school graduate or possess a General Equivalency Diploma (GED).
3. Able to speak, read and write effectively in English.
4. Be licensed in New York as an Armed Security Guard.
5. Must have a valid and current New York State Department of State (DOS) Armed Security Guard registration.
6. Must have Fingerprint clearance to work in school environment from the Office of School Personnel Review and Accountability (OSPRA) in New York State Education Department (SED).
7. Completed all Division of Criminal Justice Services (DCJS) Security Guard Training.
8. Must be in good physical condition to perform the essential duties of the position.
9. Have valid and current certification in CPR, First Aid and AED.
10. Must have one of the following:
  - Two years of prior Military experience on active duty with an honorable discharge.
  - Two years of full-time experience as a Police Officer, Probation Officer or Corrections officer.
  - Three years of full-time experience as a DOS registered New York State Security Guard.
  - Two years' experience as a Security Guard Supervisor.
  - An associate's or Bachelor's degree in Criminal Justice.
11. Armed Guards must possess a valid armed guard registration with NYS and current NYS Pistol Permit.

D) Contractor Duties and Responsibilities:

1. The Contractor must be licensed by the State of New York and bonded as a private security guard service. A copy of such licenses must be submitted with the proposal.
2. The Contractor shall have been in the business of providing uniformed guard service for a minimum of three (3) years.
3. The Contractor must include a minimum of three (3) references, from either educational institutions or other governmental agencies of similar size and scope to the work covered in this contract.

4. Each Contractor shall examine the specifications and all other data or instructions pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed under this agreement will be accepted by the District for any failure on the part of the Contractor to fulfill his duties under this agreement.
5. The Contractor will be responsible for verifying that each guard maintains active status of their New York State Department of State Registration and receives their annual required training.
6. The Contractor must conduct pre-employment checks on all personnel who may be utilized during the term of this contract. Pre-employment testing must include, but is not necessarily limited to, criminal records check, consumer credit check, social security number identification, driver's license check and drug screening. The Contractor shall inform the District of findings regarding the criminal background (misdemeanor and/or felony) regarding any personnel who would be assigned pursuant to this agreement.
7. The District reserves the right to interview each guard to be provided prior to, or during, assignment and to reject and bar from the facility any employee hired by the Contractor.
8. The Contractor will have the responsibility to instruct and train each guard in the duties and responsibilities of the post.
9. The Contractor shall insure that all uniformed guards provided under this contract are on time, alert, and capable of performing their assigned duties. If the assigned guard does not report on time, the contractor is required to send a replacement guard within one hour of receiving notice unless another arrangement has been made with the site-specific designated District representative. The contractor must ensure that all assigned guards have received clear post orders and resolve any questions with the District's representative.
10. The Contractor must assure continuity of each guard assigned to a post unless objected by the District.
11. During the term of the contract, the Contractor shall be available for meetings, as required, to review job progress and quality of work, identify and resolve problems, and coordinate the efforts of all concerned.

12. Contractor is responsible for compliance with all Federal, State, and local laws, edicts or ordinances, including but not limited to the New York State General Business Law-Article 7 (Guard & Patrol Agencies) and Article 7A (Security Guard Act) of 1992.
13. If a breach of contract specifications regarding employee screening or training occurs, District shall inform the Contractor and have the right after such occurrences to dismiss the Contractor for not providing properly prescreened or trained guards.
14. Contractor must ensure that his/her employees abide by the prohibition against smoking and drinking alcohol on District properties.
15. District reserves the right to visit the offices of the vendor as part of their evaluation of this RFP.
16. Contractor will require and provide sexual harassment training annually for all employees, in accordance with labor law section 201-g.
17. Contractor agrees to comply with the Prevailing Wage Rate schedule for personnel providing service under this contract. All wages and supplements paid to employees on this contract shall be in accordance with this schedule provided by the New York State Department of Labor (Westchester County). The wages paid under this contract shall not be less than the prevailing wages and supplements as set forth by law. The Contractor is required to keep informed of changes during the term of this contract that apply to individuals supplied by the vendor for this contract. Contractor is solely liable for and must pay such required prevailing wage adjustments during the contract term as required by law.

E. Guard Personnel Duties and Responsibilities:

1. Security guards assigned to perform work under this contract shall wear uniforms at all times. These uniforms must clearly identify the name of the security contract company and the name of the individual security guard. This Identification may be accomplished through the use of shoulder patches, silk screening or stitched company emblems, insignias or logos.
2. All services shall be performed in a professional manner. All guards shall be neat and clean and their appearance shall set a good example.
3. Shall not use foul or obscene language.

4. He/she shall greet all visitors, ask for state approved identification, provide a sign in sheet, a visitor badge and direct them to their destination.
  5. Immediately upon reporting for duty, the guard shall: Sign the logbook, read all entries since his/her previous duty shift and become acquainted with all/any issues and incidents that may have occurred.
  6. The logbook shall be continuously maintained with accurate time entries of all visitors and shall also include the signature of guard coming on duty and signature of guard going off duty. Any visiting supervisor must also sign in and out in the logbook.
  7. Logbook incident reports are to be filled out and forwarded to the building principal no later than the next business day following completion or occurrence of any incidents.
  8. In addition to the above, the Contractor shall be responsible for providing a verbal report for any incident which occurs on any shift by the close of that shift. This report shall be followed up by a written report on the Contractor's letterhead to the District.
  9. Said reports are to be provided to the designated District representative and shall address any incidents as outlined and any other unusual circumstances such as but not limited to any apparent trespass of District property, any verbal or physical confrontation between the Contractor's employees and any District's employee, faculty, staff, students or visitors.
  10. The awarded vendor may be required to retain existing staff, subject to acceptance of a position by the existing staff member and district approval.
- F. Insurance Requirements: The Contractor, at its sole cost and expense, shall provide the District with proof of insurance coverage in accordance with APPENDIX A. Coverage shall be maintained without interruption throughout the duration of this service agreement. Failure to obtain and maintain such coverage will be considered a material breach of the contract.
- G. Evaluation Criteria & Contract Award

Proposals will be evaluated based on the following criteria and contract(s) may be awarded to one single or multiple separate vendors for Unarmed (Contract A) and Armed (Contract B) personnel.

| Category                                                     | Points (to be awarded based on average of evaluators score)                                               |
|--------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| Price for specified schedule (see paragraph G. Pricing)      | Up to 50 Points (Lowest Price = 50 Points, 45 points for second lowest, 40 points for third lowest, etc.) |
| Supervision Structure and Credentials of Proposed Supervisor | Up to 10 Points                                                                                           |
| Guard Qualifications and Availability                        | Up to 10 Points                                                                                           |
| Other valued added offerings available                       | Up to 10 Points                                                                                           |
| References & Comparable Experience                           | Up to 10 Points                                                                                           |
| Local Office Proximity to District                           | Up to 10 Points                                                                                           |
| <b>Total Points</b>                                          | <b>Up to 100 Points</b>                                                                                   |

H. Pricing:

| Unarmed Guards (Contract A)            | Annual Hours | Hourly Rate            | Total |
|----------------------------------------|--------------|------------------------|-------|
| Level 2 Guards (10 x 8 hrs x 180 days) | 14,400       |                        |       |
| Supervisor                             | 800          |                        |       |
|                                        |              | Total Price Contract A |       |

| Armed Guards (Contract B)              | Annual Hours | Hourly Rate            | Total |
|----------------------------------------|--------------|------------------------|-------|
| Level 2 Guards (10 x 8 hrs x 180 days) | 14,400       |                        |       |
| Supervisor                             | 800          |                        |       |
|                                        |              | Total Price Contract B |       |

Proposer shall also provide pricing for additional services offered, Overtime and Holiday rates of pay, security vehicle, etc. as an addendum to their proposal.

## **APPENDIX - A: Insurance Requirements**

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the security firm hereby agrees to effectuate the naming of the District as an Additional Insured on the security firm's insurance policies, except for workers' compensation and N.Y. State Disability insurance.

The policy naming the District as an Additional Insured shall:

- Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred.
- State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers with a waiver of subrogation in favor of the District.
- Additional insured status shall be provided by standard or other endorsements that extend coverage to the District (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance.
- The certificate of insurance must describe the services provided by the security firm that are covered by the liability policies.
- At the District's request, the security firm shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the security firm will provide a copy of the policy endorsements and forms.
- The security firm agrees to indemnify the District for applicable deductibles and self-insured retentions.

Minimum Required Insurance:

a. **Commercial General Liability Insurance**

\$1,000,000 per Occurrence/ \$2,000,000 Aggregate

\$2,000,000 Products and Completed Operations

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Sexual Misconduct and Assault

\$100,000 Fire Damage

\$10,000 Medical Expense

Coverage for sexual misconduct must be affirmed. Sub-limits below the policy limits for sexual misconduct coverage are acceptable solely at the discretion of the District.

The policy shall include coverage for assault and battery, including coverage for defamation, false arrest, detention and imprisonment. The policy shall include coverage for all security-related services rendered to the District by the contractor, including but not limited to armed security guards.

If coverage for security guard services is not provided in the Commercial General Liability policy, it must be included in a separate Security Professional Liability policy. Limits for this coverage are: \$2,000,000 per occurrence/\$2,000,000 aggregate for the acts of the security officer performed under the contract for the District. If written on a "claims-made" basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.

b. **Automobile Liability**

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

c. **Workers' Compensation and NYS Disability Insurance**

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board.

ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

d. **Umbrella/Excess Insurance**

\$5 million each Occurrence and Aggregate for **Unarmed Security Guard Firms**. Umbrella/Excess coverage shall be on a follow-form basis over the required Auto Liability, General Liability and Security Professional Liability coverages.

\$10 million each Occurrence and Aggregate for **Armed Security Guard Firms**. Umbrella/Excess coverage shall be on a follow-form basis over the required Auto Liability, General Liability and Security Professional Liability coverages.

The security firm acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract. The security firm is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.

## APPENDIX B: NON-COLLUSIVE BIDDING CERTIFICATION

Section 103-d, General Municipal Law. Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency, or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidders and affirmed by such bidder as true under the penalties of perjury,

- a) By submission of this RFP, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint vendor each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- 1) The prices in this RFP have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor:
  - 2) Unless otherwise required by law, the prices which have been quoted in this RFP have not been knowingly disclosed by the vendor and will not knowingly be disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor; and
  - 3) No attempt has been made or will be made by the vendor to induce any other person, partnership or corporation to submit a RFP for the purpose of restricting competition.
- b) Any RFP shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the vendor shall so state and furnish with the RFP a signed statement which sets forth in detail the reasons thereof. Where (a) (1) (2) and (3) above have not been complied with, the RFP shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the RFP is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the vendor (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending public of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within meaning subparagraph (a).

Any RFP hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate vendor for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to include the signing and submission of the bid and the inclusion as the act and deed of the corporation.

Firm Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Title \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX C: IRAN DIVESTMENT ACT COMPLIANCE RIDER AND CERTIFICATION**

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law ("SFL") §165-a and General Municipal Law ("GML") §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the District, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

- A. a. The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- B. b. The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the SFL and maintained by the Commissioner of the Office of General Services.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the SFL. In any case where the bidder or proposer cannot certify that it is not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The District may award a bid to a bidder who cannot make the certificate on a case by case basis if:

- 1. The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- 2. The District makes a determination that the goods or services are necessary for the District to perform its functions and that, absent an exemption, the District would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

**A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder's certification.**

## CERTIFICATION - IRAN DIVESTMENT ACT OF 2012

**(This form must be signed and notarized, and submitted with Proposal)**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, added new provisions to the State Finance Law (SFL), §165-a and General Municipal Law (GML) §103-g effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b) and GML §103-g, the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Proposer is advised that once the list is posted on the OGS website, any Proposer seeking to enter into, renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is bid upon or a proposal submitted, or the contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should District receive information that a person is in violation of the above referenced certification, District will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

District reserves the right to reject any bid, proposal or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_

day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Notary Public

#### **APPENDIX D: Sexual Harassment Certification**

In accordance with State Finance Law §138-l, which generally prohibits the School District from entering into contracts pursuant to the bid/RFP process with persons who fail to submit a certification affirming compliance with New York State Labor Law §201-g, the proposer submit the following certification under the penalty of perjury

By submission of this proposal, each proposer and each person signing on behalf of any proposer, certifies, and in the case of a joint bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that the proposer has implemented written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the NYS Labor Law.

Dated: \_\_\_\_\_, New York  
\_\_\_\_\_, 2023

\_\_\_\_\_  
Firm's Name

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

Sworn to before me this \_\_\_\_\_

day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Notary Public

## **APPENDIX E: HOLD HARMLESS AGREEMENT**

The undersigned hereby agrees to defend, indemnify, and save harmless the Chappaqua Central School District from and against any and all liability, loss, damages, claims for bodily injury and/or property damages, cost and expense, including attorney's fees and costs that may occur or that may be alleged to have occurred in the course of the performance of this agreement by the proposer, whether such claims shall be made by their employee or by a third party. The proposer covenants and agrees that they will pay all costs and expenses arising therefrom and in connection therewith, and if any judgment shall be rendered against the Owner, in any such litigation, the proposer shall at their own expense satisfy and discharge the same.

By: \_\_\_\_\_  
(Signature of Authorized Representative of Corporation/Firm)

Print Name & Title: \_\_\_\_\_

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

## **APPENDIX F: PROPOSER WARRANTIES**

Proposer warrants that it is willing and able to comply with State of New York laws and regulations.

Proposer warrants that it is willing and able to obtain an error and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.

Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the Chappaqua Central School District.

Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

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Firm's Name

---

Address City, State, Zip

---

(Phone)

(Fax)

---

(Print Name)

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(Signature)

## **APPENDIX G: PROPOSAL CHECKLIST**

The following items must be included with each proposal.

- ☐ Pricing information in the format of paragraph H of the RFP
- ☐ References including contract size, scope and contact information for comparable clients
- ☐ Location of regional office that will support the district
- ☐ Proposed management structure and leadership staff including relevant training and accreditation/certifications of proposed supervisors.
- ☐ Guard qualifications and availability information
- ☐ Guard training program information
- ☐ Required District Documents:
  - ☐ Proof of insurance as required in Appendix A
  - ☐ Non-Collusive Bidding Certification - Appendix B
  - ☐ Iran Divestment Act Rider and Certification - Appendix C
  - ☐ Sexual Harassment Certification - Appendix D
  - ☐ Hold Harmless Agreement - Appendix E
  - ☐ Proposer Warranties - Appendix F

The following items should be included in the proposal submitted if applicable:

- Other valued added services to be included free of charge
- Other Services Offered including relevant pricing information