

NOTICE OF REQUEST FOR PROPOSALS
PELHAM UNION FREE SCHOOL DISTRICT

Notice is hereby given that **SEALED PROPOSALS** for:

RFP #2025-01: Security Officer Services

will be received until **2:00 p.m.** on **Wednesday, August 14, 2024**, at the **Business Office** of the **Pelham Union Free School District**, located at **314 Pelhamdale Ave., Pelham, NY 10803**; (914) 738-9140. All proposals will be publicly opened and read at said time and place. In the event that on August 14, 2024 the Pelham Union Free School District Administrative Offices are closed due to weather or any other emergency, bids will be due at 2:00 p.m. on the next day that the District Administrative Offices are open for business.

Proposals shall be submitted in **sealed envelopes** bearing the **name and address of the proposer** on the outside, addressed to: **ASSISTANT SUPERINTENDENT FOR BUSINESS, PELHAM UNION FREE SCHOOL DISTRICT** and clearly marked on the outside with the **opening date** and "**RFP #2025-001: Security Officer Services**". The Pelham Union Free School District is not responsible for proposals opened prior to the opening if the proposal number and opening date do not appear on the envelope. The proposer assumes the risk of any delay in the mail, or in the handling of the mail by employees of the Pelham Union Free School District, as well as improper hand delivery.

The Pelham Union Free School District reserves the right to waive any informalities in the proposal, or to reject all proposals, or to accept any proposal which in the opinion of the Board will be to their best interest.

Pelham Union Free School District
Business Office
314 Pelhamdale Ave.
Pelham, NY 10803

**PELHAM UNION FREE SCHOOL DISTRICT
BUSINESS OFFICE
314 PELHAMDALE AVENUE
PELHAM, NEW YORK 10803
PHONE 914-738-9140 FAX 914-738-2384**

**REQUEST FOR PROPOSAL
SECURITY OFFICER SERVICES**

OVERVIEW

The Pelham Union Free School District (hereinafter the "District") is seeking proposals from security firms (hereinafter "the firm") to provide security officer services. The specifications included herein will become part of the Contract agreed to between the District and the security firm.

To be considered, a proposal must be received by the Assistant Superintendent for Business by 2:00 p.m. on Wednesday, August 14, 2024. The District reserves the right to reject any or all proposals submitted, to negotiate with any firm submitting a proposal, or to select a proposal other than that of the firm offering the lowest price to the District.

During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information or clarifications from bidders, or to allow corrections of errors or omissions. At the discretion of the District, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

SCOPE OF SERVICES

- **Term**

The District is soliciting the services of qualified security firms to provide security officer services for the ten (10) month period commencing on or about Monday, September 1, 2024 through on or about June 30, 2025, or the last day students are in attendance. At the discretion of the District, these services may be renewed for four (4) additional years (September through June, 2024-2025, 2025-2026, 2026-2027, 2027-2028 and 2028-2029).

- **Scope of Work to be Performed**

The firm shall furnish all supervision, labor, materials, equipment, tools, supplies, incidentals, duties and services of every kind necessary for proper security officer services. The firm shall pay all fees, provide all uniforms, incur all expenses and secure all permits and certifications necessary to complete the work in every respect. The District reserves the right to require participation of security officers in training deemed appropriate. Uniforms and photo identification must be visible at all times.

The scope of the work includes, but is not limited to the following:

- Security officer services are needed when students are present. The current school calendar is attached as Appendix F. When the District is not in session due to weather or other emergency conditions, security officers are not required.

Currently, the district anticipates using security officers in a supplemental role, complementing existing district safety monitors. Below are two realistic scenarios to illustrate envisioned services.

Scenarios 1:

- Additional security officer(s) as requested by the District at any district location or event in Pelham, (most likely evening and weekend school events). Examples of such events include inside and outside sporting events, school plays/concerts and other evening or weekend school sponsored events that cannot be staffed internally. Specific time requirements are subject to change based on the District's needs.

Scenario 2:

- (2) Security officers to work as door security/greeters approximately 7 hours per day, Monday through Friday, for a total of 30 hours per week when schools are in session. The approximate times for security services during the evening shift will be 3:00 p.m. to 10:00 p.m. The security guards in these positions will staff the front entrances of Pelham Memorial High School (1) and Pelham Middle School (1).
- The firm must maintain an incident/activity log daily and submit a written, legible report on such incidents/activity monthly to the Assistant Superintendent for Business, or their designee, no later than the 15th day of the subsequent month.
- **Selection and Retention of Security Officers**

District personnel will be involved in the interviewing and selection of the security officers to be assigned to the District. Drug testing results of the security officers assigned to the District must be made available to the District when requested. The District may order the immediate removal of security personnel. The firm will hold harmless and indemnify the District for any employment action taken by the firm as a result of the District's request for the removal.

CONTACT PERSONS

The firm's primary contact with the Pelham Union Free School District for billing purposes will be the Director of Business Administration. The District's Safety & Security Coordinator will be the primary contact for assignments.

SECURITY OFFICER REQUIREMENTS

- All security officers assigned to the District must have a minimum of ten (10) years' experience in law enforcement and/or the military or alternate experience as approved by the District.
- All security officers must receive fingerprint clearance per New York State Education Department regulations. Records and approvals will be forwarded to the District.
- All security officers must consent to random drug testing at the expense of the successful vendor.
- All security officers must participate in District training, during school hours, as required.

PROPOSAL CALENDAR The following is a list of key dates:

Request for proposals issued Wednesday, July 24, 2024

Due Date for proposals Wednesday, August 14, 2024

PROPOSAL REQUIREMENTS

Security firms wishing to submit proposals to the District must include responses to the following specifications by 2:00 p.m. on Wednesday, August 14, 2024.

- Provide the names of all current and former school district clients, with information on the number of years of service to each, along with the names and telephone numbers of contact persons in each district on attached Form #2.
- A statement of the fees the firm intends to charge the District as outlined on the attached submittal Form #1.
- Provide the name, address and phone number of the individual(s) who will supervise the security officers assigned to the District.
- Provide a description of any regulatory action taken against the firm within the last five (5) years by a regulatory agency, such as the Internal Revenue Service or State Education Department.
- Provide a statement verifying that there are no conflicts of interest between the firm and the District on attached Form #1.
- Statement of Non-Collusive Bidding Certification (Appendix A).
- Iran Divestment Act Rider and Certification (Appendix B).
- Sexual Harassment Certification (Appendix C).
- Hold Harmless Agreement (Appendix D).
- Proposer Warranties (Appendix E).
- Identify any litigation brought against the firm during the past five (5) years. Explain any pending litigation that may have a financial impact on your firm.
- Provide an affirmation by the firm that it will not delegate or subcontract its responsibilities under an agreement without the express written permission of the District.

Total All-inclusive Price: The proposal should contain all pricing information relative to performing the security officer services for each scenario as described in this request for proposals. A total all-inclusive price for scenario 1 & 2 should contain all direct and indirect costs including all out-of-pocket expenses. The District will not be responsible for the firm's expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.

Due date for proposals Wednesday, August 14, 2024

INSURANCE AND LIABILITY

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 firm's insurance policies, with the exception of Workers' Compensation and New York 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 for all coverages, including Workers' Compensation.
- Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the District (CG 2026 or equivalent). 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:

Commercial General Liability Insurance

\$1,000,000 per occurrence/\$2,000,000 aggregate, with coverage for sexual misconduct.

\$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 Expenses

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 retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

Automobile Liability

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

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 Workers' Compensation Board online.

Umbrella/Excess Insurance

\$5,000,000 each occurrence and aggregate for unarmed security guard firms. Umbrella/excess coverage shall be on a "follow-form" basis or provide broader coverage over the required Auto Liability (where applicable), General Liability and Security Professional Liability coverages.

\$10,000,000 each occurrence and aggregate for armed security guard firms. Umbrella/excess coverage shall be on a "follow-form" basis or provide broader coverage over the required Auto Liability (where applicable), General Liability and Security Professional Liability (where applicable) coverages.

The security firm acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all legal remedies available to the District. 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.

The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The firm further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District insurer.

PREVAILING WAGE REQUIREMENTS

Prevailing wages and benefits must be paid for Article 9 work as per New York State Labor Law §220. A rate schedule for this contract is available from the New York State Department of Labor <https://labor.ny.gov/workerprotection/publicwork/PWRateSch.shtm>.

Certified payroll records must be submitted to the Business Office with each invoice.

TERMINATION OF AGREEMENT

Either party may cancel the agreement without cause with at least thirty (30) days prior notice. Notice must be in writing and delivered to the other party via certified mail to the appropriate address.

EVALUATION PROCEDURES

Proposal evaluation criteria based on 100 points:

- Expertise & Completeness of Proposal – 10 Points
- Years experience of firm -10 Points
- Size of Firm – 20 Points
- Specialized skills and expertise working with NYS school districts -25 Points
- Price -25 Points
- References – 10 Points

During the evaluation process, the District may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the District may have on a firm's proposal.

RIGHT TO REJECT PROPOSALS

Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected.

The District reserves the right without prejudice to reject any or all proposals.

**Form #1
Schedule of Fees**

Contract Price Per Security Officer (UNARMED)

Regular Hourly Rate (Monday through Friday) _____

Regular Hourly Rate (Saturday and Sunday) _____

Overtime Hourly Rate (in excess of 8 hours per shift) _____

Per Diem Rate for Additional Days _____

Company Name _____

Street Address _____

City, State, Zip _____

Telephone Number _____

Fax Number _____

Email Address _____

Website _____

Statement verifying that there are no conflicts of interest between the firm and the District.

Authorized Signature _____

Printed Name _____

Title _____

Date _____

Return to:

James Hricay, Assistant Superintendent for Business
Pelham Union Free School District
314 Pelhamdale Avenue
Pelham, NY 10803

Due Wednesday, August 14, 2024 by 2:00 p.m.

**Form #1
Schedule of Fees**

Contract Price Per Security Officer (ARMED)

Regular Hourly Rate (Monday through Friday) _____

Regular Hourly Rate (Saturday and Sunday) _____

Overtime Hourly Rate (in excess of 8 hours per shift) _____

Per Diem Rate for Additional Days _____

Company Name _____

Street Address _____

City, State, Zip _____

Telephone Number _____

Fax Number _____

Email Address _____

Website _____

Statement verifying that there are no conflicts of interest between the firm and the District.

Authorized Signature _____

Printed Name _____

Title _____

Date _____

Return to:

James Hricay, Assistant Superintendent for Business
Pelham Union Free School District
314 Pelhamdale Ave
Pelham, NY 10803

Due Wednesday, August 14, 2024 by 2:00 p.m

APPENDIX A: 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 not 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 B: 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. 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. 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 _____, 2024

Notary Public

APPENDIX C: 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
_____, 2024

Firm's Name

(Print Name)

(Signature)

Sworn to before me this _____

day of _____, 2024

Notary Public

APPENDIX D: HOLD HARMLESS AGREEMENT

The undersigned hereby agrees to defend, indemnify, and save harmless the Pelham Union Free 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 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 E: PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to comply with State of New York laws and regulations.
- B. 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.
- C. 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.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Firm's Name

Address City, State, Zip

(Phone)

(Fax)

(Print Name)

(Signature)

