August 22, 2024

RFPs Will Be Received Until:

Time: 2:00 P.M.
Day: Thursday
Date: September 19, 2024
Place: Ulster County BOCES
Administration Building
175 Route 32 North
New Paltz, NY 12561
845-255-1400

RFP# 25-10

SECURITY SERVICES
Bid Period: 5 Years – November 1, 2024 – October 31, 2029

Submit RFP To:

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

RFP #25-10 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 2:00 PM on Thursday, September 19, 2024 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 mmaphis@ulsterboces.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 2:00 P.M. on Thursday, September 19, 2024. 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.

Escalation of Prices

30. In the event the successful bidder must increase the price during the duration of the bid period, the bidder must give Ulster BOCES a thirty (30) day written notice of any price increase. The escalator clause may be exercised once during the bid period, every three-months after award as described below. Proof of the need for an increase must accompany the notice in the form of actual manufacturer invoices to the distributor showing the increased cost. The increase accepted by the district shall be limited to said amount. Written notification must include the Ulster BOCES' item in need of escalation.

Upon receipt of written notice, the Steering Committee will either accept the price increase, offer the bid to the next lowest bidder or bidders, gather 3 quotes, or conduct a new bid, at the discretion of Ulster BOCES and the Steering Committee.

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

VENDOR NAME: [illegible]

SIGNED BY: [illegible]

NAME: Scott Kerr

TITLE: VP

ULSTER COUNTY BOCES

SIGNED BY: [illegible]

PRESIDENT, BOARD OF EDUCATION

VENDOR FORM

Name of Vendor: Atlas Security Services Inc.

Address: 2002 Route 17M Goshen, NY 10924

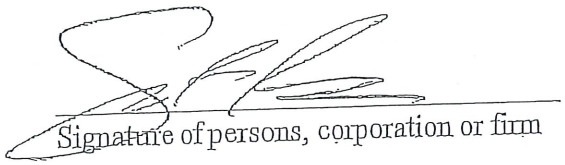
Prepared By: Scott F. Perry

Title: Vice President

The undersigned declares that Atlas Security Services Inc. carefully examined the RFP Documents, including, but not limited to, the General Terms and Conditions, Specifications, Attachments, and will furnish the service in compliance with such documents for the price(s) set forth in Vendor's Proposal.

The undersigned further agrees to be bound by the terms and conditions contained in RFP Documents in the event that BOCES accepts Vendor's Proposal.

The full name and the address of any firm or corporation of all persons interested in this RFP as principals are as follows:



Signature of persons, corporation or firm

Date: 09/17/2024

Firm: Alas Security Services Inc.

Phone: 845-742-6987

Name: Scott F. Perry

Prepared by (Signature):

Email: sperry@atlassecurityservices.us

NON-COLLUSIVE BIDDING CERTIFICATION

Vendor Name: Atlas Security Services Inc. **Address:** 2002 Rt 17M Goshen NY 10924

I. General Certification:

A. The Vendor certifies that they will furnish, at the prices herein quoted, the services and equipment as proposed on these forms.

II. Non-Collusion Certification

A. By submission of this RFP, the Vendor certifies that it is complying with Section 103d of the General Municipal Law as follows:

B. By submission of this RFP, each Vendor and each person signing on behalf of any Vendor certifies, and in the case of a joint RFP 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 purposes of restricting competition, as to any matter relating to such prices with any other vendor or competitor:

2. unless otherwise required by law, the prices were not disclosed by the Vendor prior to opening, directly or indirectly, to any other contractor or to any competitor;

3. No attempt has been made or will be made by the Vendor to induce any other person, partnership or corporation to submit or not submit a RFP for the purpose of restricting competition.

C. A RFP shall not be considered for award nor shall any award be made where II (B) (1) (2) (3) above have not been complied with; provided, however, that if in any case the Vendor cannot make the foregoing certification, the Vendor shall so state and shall furnish with the RFP a signed statement which sets forth in detail the reasons therefore. Where II (B) (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 there of which the RFP is made, or their designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a Vendor (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers or proposed or pending publications of new or revised price lists for such items or (C) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning subparagraph (b).

III. Certification and Authorization

A. Any RFP hereafter made to any political subdivision of the state or any public department, agency or official thereof by corporate Vendor for work or services performed or to be performed or goods sold or to be sold, where a competitive RFP is required by statute, rule, regulation, or local law and where such RFP contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the Vendor, and such authorization shall be deemed to include the signing and submission of the RFP and the inclusion therein of the certificate as to the non-collusion as the act and deed of the corporation.

IV. Department and Suspension Certification

A. To ensure that a school authority does not enter into a contract with a debarred or suspended company or individual, each school authority must require that each responsive Vendor include a certification statement with each RFP on each contract. By signing the certification statement, the Vendor certifies that neither it nor any of its principals (e.g. key employees) have been proposed for debarment, debarred, or suspended by Federal agency. It is the responsibility of each Vendor to sign the certification statement and submit it with any RFP. A school authority may rely upon the certification statement submitted by the Vendor unless school authority personnel know that the certification is in error. In such cases, the school authority should contact the State agency for confirmation of the Vendor's status relative to debarment and suspension.

Signature

Vice President
Title

09/17/2024
Date

IRAN DIVESTMENT ACT OF 2012 CERTIFICATION

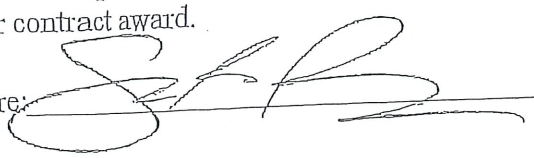
As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, added new provisions to the State Finance Law (SFL), §165-a and General Municipal Law (GML) §103-g effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing 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, Vendor (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, Vendor is advised that once the list is posted on the OGS website, any Vendor 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 BOCES receive information that a person is in violation of the above-referenced certification, BOCES 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 BOCES shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Vendor in default.

BOCES 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: 

Print Name: Scott F. Perry

Title: Vice President

Company Name: Atlas Security Services Inc.

Date: 09/17/2024

EDUCATION LAW 2-D RIDER

New York State Education Law 2-d was enacted in 2014 to address concerns relative to securing certain personally identifiable information. In order to comply with the requirements of Education Law 2-d, educational agencies and certain third-party contractors who contract with educational agencies must take certain additional steps to secure such data. These steps include enacting and complying with a Parents' "Bill of Rights" relative to Protected Data, ensuring that each third-party contractor has a detailed data privacy plan in place to ensure the security of such data, and that each third-party contractor sign a copy of the educational agency's Parents' Bill of Rights, thereby signifying that the third-party contractor will comply with such Parents' Bill of Rights. This Agreement is subject to the requirements of Education Law 2-d and Vendor is a covered third-party contractor.

In order to comply with the mandates of Education Law 2-d, and notwithstanding any provision of the Agreement between Ulster County BOCES and Vendor to the contrary, Vendor agrees as follows:

Vendor will treat "Protected Data" (as defined below) as confidential and shall protect the nature of the Protected Data by using the same degree of care, but not less than a reasonable degree of care, as the Vendor uses to protect its own confidential data, so as to prevent the unauthorized dissemination or publication of Protected Data to third parties. Vendor shall not disclose Protected Data other than to those of its employees or agents who have a need to know such Protected Data under this Agreement. Vendor shall not use Protected Data for any other purposes than those explicitly provided for in this Agreement. All Protected Data shall remain the property of the disclosing party. As more fully discussed below, Vendor shall have in place sufficient internal controls to ensure that Ulster County BOCES' and/or its participants' Protected Data is safeguarded in accordance with all applicable laws and regulations, including, but not limited to, CIPA, FERPA and HIPAA, if applicable.

"**Protected Data**" includes any information rendered confidential by State or federal law, including, but not limited to student data, student demographics, scheduling, attendance, grades, health and discipline tracking, and all other data reasonably considered to be sensitive or confidential data by Ulster County BOCES and/or a participant. Protected Data also includes any information protected under Education Law 2-d including, but not limited to:

> "Personally identifiable information" from student records of Ulster County BOCES and/or its Participants as that term is defined in §99.3 of the Family Educational Rights and Privacy Act (FERPA),
>
> -AND-
>
> Personally identifiable information from the records of Ulster County BOCES and/or its participants relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §3012-c.

Vendor and/or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any Protected Data shall comply with New York State Education Law § 2-d. As applicable, Vendor agrees to comply with Ulster County BOCES' policy (is) on data security and privacy. Vendor shall promptly reimburse Ulster County BOCES and/or its participants for the full cost of notifying a parent, eligible student, teacher, or principal of an unauthorized release of Protected Data by Vendor, its subcontractors, and/or assignees. In the event this Agreement expires, is not renewed or is terminated, Vendor shall return all of Ulster County BOCES' and/or its participants' data, including any and all Protected Data, in its possession by secure transmission.

Data Security and Privacy Plan

Vendor and/or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any of Ulster County BOCES' and/or its participant's Protected Data, shall maintain a Data Security and Privacy Plan that includes the following elements:

1. A provision incorporating the requirements of Ulster County BOCES' Parents' Bill of Rights for data security and privacy, to the extent that any of the provisions in the Bill of Rights applies to Vendor's possession and use of Protected Data pursuant to this Agreement.

2. An outline of how all state, federal, and local data security and privacy contract requirements will be implemented over the life of the contract, consistent with the Vendor's policy on data security and privacy.

3. An outline of the measures taken by Vendor to secure Protected Data and to limit access to such data to authorized staff.

4. An outline of how Vendor will use "best practices" and industry standards with respect to data storage, privacy and protection, including, but not limited to encryption, firewalls, passwords, protection of off-site records, and limitations of access to stored data to authorized staff.

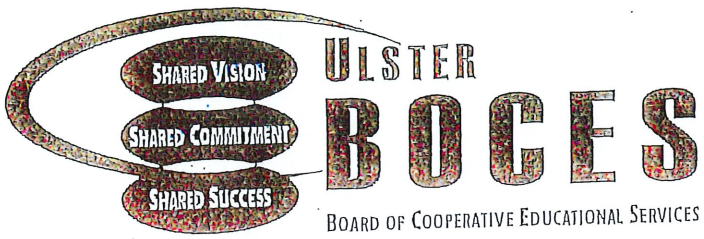
5. An outline of how Vendor will ensure that any subcontractors, persons or entities with which Vendor will share Protected Data, if any, will abide by the requirements of Vendor's policy on data security and privacy, and the contractual obligations with respect to Protected Data set forth herein.

IMPORTANT:

DATA PRIVACY AND SECURITY PLAN

1. VENDOR MUST INCLUDE A SIGNED COPY OF THEIR DATA & PRIVACY PLAN

2. VENDOR MUST PROVIDE A SIGNED COPY OF ULSTER COUNTY BOCES' BILL OF RIGHTS FOUND ON THE NEXT PAGE.



Parent's Bill of Rights - Data Privacy & Security

Ulster County BOCES is committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York Education Law §2-d, Ulster County BOCES wishes to inform the community of the following:

1. A student's personally identifiable information cannot be sold or released for any commercial purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record.
3. State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
4. A complete list of all student data elements collected by the State is available for public review athttp://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx, or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, and 89 Washington Avenue, Albany, New York 12234.
5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to:

Ulster County BOCES
175 Route 32 North
New Paltz, New York 12561
Or
Chief Privacy Officer
New York State Education Department
89 Washington Avenue
Albany, New York 12234
Complaints may also be directed to the
Chief Privacy Officer (CPO) via e-mail at
CPO@mail.nysed.gov

6. The District Superintendent shall develop regulations to insure compliance with all state and federal laws and regulations regarding the protection and security of student, teacher, and principal data.

Supplemental Information Regarding Third Party Contractors

In the course of complying with its obligations under the law and providing educational services, Ulster County BOCES has entered into agreements with certain third-party contractors. Pursuant to such agreements, third-party contractors may have access to "student data" and/or "teacher or principal data," as those terms are defined by law.

Each contract Ulster County BOCES enters into with a third party contractor where the third party contractor receives student data or teacher or principal data will include the following information:

1. The exclusive purposes for which the student data or teacher or principal data will be used;
2. How the third party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
3. When the agreement expires and what happens to the student data or teacher or principal data upon expiration of the agreement;
4. If and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
5. Where the student data or teacher or principal data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted. The State Education Department ("SED") has issued a preliminary Parents' Bill of Rights for Data Privacy and Security which is subject to change. Additional elements will be developed in conjunction with the CPO, districts, parents and the Board of Regents. In the meantime, you can access additional information and a question and answer document issued by SED at http://www.p12.nysed.gov/docs/parents-bill-of-rights.pdf.

This Bill of Rights is subject to change based upon regulations of the Commissioner of Education and the New York State Education Department Chief Privacy Officer, as well as emerging guidance documents.

Signature: _____

Print Name: Scott F. Perry

Title: Vice President

Company Name: Atlas Security Services Inc.

Date: 09/17/2024

DETAILED SPECIFICATIONS
SPECIFICATIONS AND REQUIREMENTS

I. PURPOSE OF THE RFP

Ulster County BOCES is seeking proposals from security firms (thereafter "the firm") to provide security officer services for a period of five (5) years beginning November 1, 2024 through October 31, 2029.

The specifications included herein will become part of the Contract agreed to between the Board of Education and the security firm.

To be considered, the proposal must be received by the Purchasing Agent no later than 2:00 p.m. on Thursday, September 19, 2024. Since this is a Request for Proposals, there is no public opening of the proposals. The BOCES reserves the right to reject any or all proposals submitted, to negotiate with any firm submitting a proposal, to waive or modify irregularities in proposals received, or the accept a proposal other than that of the firm offering the lowest price to the BOCES. To facilitate the evaluation process the applicant is required to submit one (1) original and four (4) copies of the proposal.

During the evaluation process, the BOCES reserves the right, where it may serve the BOCES best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. This information must be submitted in writing and will be included as a formal part of the application process. At the discretion of the District, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

BOCES reserves the right to amend the RFP. If it becomes necessary to revise any part of the RFP, an addendum will be provided to all prospective applicants who received the RFP. It is the responsibility of the applicants to ensure that they have responded to all addenda before submission of the RFP.

BOCES is not liable for any cost incurred by prospective applicants or applicants submitting proposals.

These specifications will become part of any contract that may be entered into between the selected firm and BOCES, and will take precedent over any other terms or conditions submitted by applicants. Any agreements resulting from this RFP shall be governed and construed in accordance with the laws of the State of New York.

The selected firm will be required to provide a Professional license issued by the NYS Department of State, Division of Licensing to perform security service work as described herein.

II. SCOPE OF SERVICES

A. Term

The BOCES is soliciting the services of qualified, licensed security firms to provide security officer services for five (5) years beginning November 1, 2024 through October 31, 2029.

B. 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. Contractor is responsible for following the NYSDOH and or CDC health guidelines. Ulster County BOCES reserves the right to require participation of security officers in training deemed appropriate. Uniforms must be appropriate for a school district setting and visible at all times. The word "Security" must appear in reflective material on the back of company issued jacket. The firm name, security designation and security guard's name should appear on the company issued shirt. The scope of the work includes, but is not limited to the following:

- Security Officer Services are needed at the Ulster County BOCES Career & Technical Center (CTC) located at 319 Broadway, Port Ewen, NY 12466 on school days as per the adopted BOCES calendar from approximately 7:00AM – 3:00PM.

- Security Officer Services are needed at the Ulster County BOCES Center of Innovative Teaching & Leaning (CITL) Special Education located at 319 Broadway, Port Ewen, NY 12466 on school days as per the adopted BOCES calendar from approximately 7:00AM – 3:00PM.

- Security Officer Services are needed at the Ulster County BOCES Center of Innovative Teaching & Leaning (CITL) Special Education (Anna Devine) located at 1372 Old Post Road, Ulster Park, NY 12484 on school days as per the adopted BOCES calendar from approximately 7:00AM – 3:00PM.

- Security Officer Services are needed at the Ulster County BOCES Center of Innovative Teaching & Leaning (CITL) Special Education (Mount Marion) located at 744 Glasco Turnpike, Saugerties, NY 12477 on school days as per the adopted BOCES calendar from approximately 7:00AM – 3:00PM.

- Security Guard Services may be necessary during the Special Education Summer School Program as per the adopted BOCES calendar.

- Other locations / sites as necessary.

- Security Officer Services may be required as needed at Ulster County BOCES sponsored events (i.e., sporting events, extracurricular activities).

- The firm must maintain an incident/activity log on a daily basis and submit a written, legible report on such incidents/activity monthly to the Director of Learning & Design for the Center for Innovative and Director of Learning & Design for the Career Pathways Programs no later than the 15th day of the subsequent month.

  BOCES will not provide any e-mail based services, systems or support for these log based/tracking systems.

- Neither party shall assign, sublet or transfer or otherwise dispose of its interest in this agreement without the prior written consent of the other party.

III. DESCRIPTION OF THE BOCES

A. Contact Persons

The firm's principal contact with the Ulster County BOCES for billing purposes will be the Assistant Superintendent for Administration. The security officers will report and answer to the following people in each building:

- Director of Learning & Design for the Center for Innovative Teaching and Learning Student-Based Programs
- Director of Learning & Design for the Career Pathways Programs
- The Principal and Assistant Principal at Career & Technical Center
- The Principal and Assistant Principal of Special Education CITL (Anna Devine)
- The Principal and Assistant Principal of Special Education CITL (Port Ewen)
- The Principal and Assistant Principal of Special Education CITL (Mount Marion)
- Others as may be designated in writing

B. Background Information

The fiscal year of the BOCES begins on July 1 and runs through June 30.

The Ulster County BOCES provides educational services for students' ages 5 to 21. The BOCES, located in Ulster County in the State of New York, is approximately 90 miles north of New York City. The District has a student population of approximately 1,000 in the Career & Technical and Special Education divisions. The BOCES has approximately 200 full and part-time employees in the Career & Technical Education Center and Special Education divisions. The BOCES is governed by an eleven member Cooperative Board.

IV. TIME REQUIREMENTS

A. Proposal Calendar

The following is a list of approximate key dates up to and including the date proposals are to be submitted:

- Request for proposals issued — August 22, 2024
- Q & A Deadline — September 5, 2024 4:00 PM
- Due date for proposals — September 19, 2024 2:00 PM

V. PROPOSAL REQUIREMENTS

Security firms shall use the following to format their proposal, and must address each issue in detail.

A. STAFF

Provide the names and resumes of all principal, supervisory and management staff to be assigned to the Ulster County BOCES. The firm should provide as much information as possible regarding the qualifications, experience, and training, including relevant continuing professional education, of the specific staff to be assigned to the Ulster County BOCES.

Provide the name, address, e-mail and phone number of the individual(s) that will assume responsibility for these security officer services.

Provide a sample copy of the firm's policy and procedure handbook and any other documentation in this area that the firm feels will benefit their proposal.

BOCES reserves the right to approve or reject any employee of the contractor performing services pursuant to this agreement.

B. REFERENCES

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.

C. EXPERIENCE

Firm must have experience working in a school setting and provide detail of their experience including that with children/young adults ages 5-21, as well as children with physically and mentally handicapping conditions. Experience with positive and proactive Restoration Practices including behavioral support crisis management and de-escalation training. Frim shall demonstrate experience with training conflict resolution and techniques (verbal de-escalation, reduction in the intensity of a conflict). This shall be discussed in the proposal.

Individual Security Guard requirements
Proof of requirement satisfaction will be requested upon award

- All staff assigned to the District must be registered in the State of New York by the New York State Department of State. Copies of their registration must be submitted to the District for all personnel assigned to the District before contract start date.
- All employees have a complete criminal background check with a clean record.
- All employees have fingerprint clearance as per State Education Department regulations.
- All security officers are subject to random drug testing.
- All security officers assigned to the school shall have completed New York State mandated annual sexual harassment training.
- All security officers possess appropriate AED & CRP training prior to providing services and maintain appropriate, current certifications in these areas.
- All security officers must possess former military/law enforcement experience
- All security offices have a minimum of 10 years' experience as a present or former security guard, law enforcement and/or military officer.
- All security officers assigned to the school have experience as a mediation mentor.
- All security officers assigned to the school have experience monitoring hallways, stairways, cafeterias/eating areas, restrooms, parking lots, and school grounds.
- All security officers assigned to the school have experience with bringing safety concerns in the building immediately to the building director or designated person.
- All security officers assigned to the school have experience in responding effectively to requests from school personnel for assistance with sick, injured, or disruptive students and staff.
- All security officers assigned to the school have experience with providing training on how to safely stop an altercation, when requested.
- All security officers assigned to the school have experience with providing training on how to identify an intruder and what to do when finding an intruder, when requested.
- All security officers assigned to the school have experience working with building and school administration on fire drills, evacuation drills, and any other drill.
- All security officers assigned to the school have experience maintaining a lock down, lock out, shelter in pace etc.
- All security officers assigned to the school have experience and provided guidance for emergency vehicles ordered for or in route to school facilities.
- All security officers assigned to the school have experience with reporting any damage/graffiti to school facilities to the appropriate school administration.

Security Guard roles and Responsibilities – Each Security Guard Shall:

- Serve as mediation mentor
- Monitor hallways, stairways, cafeterias/eating areas, restrooms, parking lots and school grounds
- Bring safety concerns in the building immediately to the building director or designated person
- Respond effectively to requests from school personnel for assistance with sick, injured, or disruptive students and staff
- Provide training on to safety stop an altercation, when requested

- Provide training on how to identify an intruder and what to do when finding an intruder, when requested
- Work with building and school administration on fire drills, evacuations drills, and any other drill when requested.
- Maintain a lock-down, lock out, shelter in pace, etc. when requested by the building or school administration
- Provide guidance for emergency vehicles orders for or in route to school facilities
- Report any damage / graffiti to school facilities to the appropriate school administration

School discipline is solely the responsibility of the school administrators. The security guard will not be involved in the investigation of discipline infractions under the code of conduct or enforcement of the code of conduct.

D. LITIGATION, REGULATORY ISSUES AND CONFLICTS OF INTEREST

Provide a description of any regulatory action taken against the firm within the last five 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 BOCES.
Identify any litigation brought against the firm during the past five 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 Ulster County BOCES.

E. PRICE

Complete the "Schedule of Fees" contained in this document. (Appendix A)

Total All-inclusive Price: The proposal should contain all pricing information relative to performing the security officer services as described in this request for proposals. A total all-inclusive price should be provided and shall include all direct and indirect costs including all out-of-pocket expenses.

Ulster County BOCES will not be responsible for firm's expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.

Rates for Additional Security Services: If it should become necessary for Ulster County BOCES to request the security firm to render any additional services to either supplement the services requested in this request for proposals or to perform additional services, all such services shall be performed at the same rates set forth in the schedule of fees included in the proposal.

VI. EVALUATION PROCESS

Proposals will be evaluated in accordance within Section V – Proposal Requirements.

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.

SCORING

Description	Points
OVERALL PLAN TO PROVIDE REQUIRED SERVICES ▪ Completeness of responder 's proposed plan to provide Services as described herein. ▪ Demonstrated capability of the responder to satisfactorily meet not only the requirements. outlined in this document but all necessary phases of the program. ▪ Plan to accomplish all required tasks.	30
FEE/PRICING PROPOSAL ▪ Cost of proposal ▪ Reasonableness of fees and budget ▪ Reasonableness of optional fees	30
QUALIFICATIONS AND EXPERIENCE ▪ Responder's experience with projects of similar size and scope ▪ Personnel qualifications and experience ▪ Responder's business history and viability ▪ References	20
UNDERSTANDING OF GOALS AND OBJECTIVES ▪Responder understands and proposal addresses the needs of Ulster BOCES and offers a program that will meet or exceed Ulster BOCES objectives.	20

A. **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.

VII. PROPOSAL SUBMISSION

Each firm shall submit an original proposal and four (4) copies to the following address:

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

The outside of the sealed envelope shall be labeled: "Security Services RFP #25-10 "

All proposals must be received no later than September 19, 2024 at 2:00 pm Eastern Standard Time (EST). Late proposals will be returned, unopened, to the vendor.

INDEPENDENT CONTRACTOR AND OBLIGATIONS UNDER THE LAW

The firm will warrant and represent that it and its' employees shall be independent contractors and not employees of BOCES. The firm, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out nor its' employees out as, nor claim to be, an officer or employee of the BOCES by reason hereof, and that neither it nor its' employees will not, by reason hereof, make any claim, demand or application to, or for any right or privilege applicable to an officer or employee of the BOCES, including but not limited to, the application of the Fair Labor and Standards Act ,provisions related to minimum wage and overtime payment, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue
Code, the New York State Revenue and Taxation Act, the New York State Worker's Compensation Law, and the New York State Unemployment Insurance Law. BOCES shall not be liable for any obligations incurred by the firm, if any, including, but not limited to, unpaid minimum wages and/or overtime premiums.

The firm agrees that, during the performance of the work required pursuant to this agreement, it and all its employees working under the firms direction shall strictly comply with all local, state, or federal laws, ordinances, rules or regulations controlling or limiting in any way, its actions during such performance of the work required by this agreement, including but not limited to the General Business Law, New York State Department of State Rules and Regulations and all local, state and federal health, safety and civil rights laws. Furthermore, each and every

provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and this agreement shall be read and enforced as though it were included therein. If, through mistake or otherwise, any such provision is not inserted, then upon the application of either party this agreement shall be forthwith physically amended to make such insertion or correction.

All security guards assigned pursuant to the terms of this agreement are required to submit to a fingerprint and criminal history record check pursuant to New York State Law and Part 87 of the State Education Department (SED) regulations (Commissioners Regulations). The fingerprint and criminal records check described above shall be conducted at the expense of the firm and no services shall be provided by the firm until such individuals have been approved by SED.

SEXUAL HARASSMENT / TRAINING

Ulster BOCES condemns and prohibits all forms of sexual harassment in the workplace (see N.Y.S. Human Rights Law § 296-d). Ulster BOCES anti-sexual harassment policy is available on Ulster BOCES's website under Policy #3420 and Regulation 3420-R. Reports of sexual harassment shall be made to Ulster BOCES's Title IX coordinator. CONSULTANT agrees to provide a copy of the aforementioned policy and regulation to all of its employees performing services for Ulster BOCES and to provide the name and contact information of Ulster BOCES's Title IX coordinator. CONSULTANT also agrees to immediately report any allegations or knowledge of sexual harassment of its employees in Ulster BOCES's workplace or by the Ulster BOCES's employees/students to Ulster BOCES's Title IX coordinator immediately. The failure to abide by the terms of this paragraph constitutes a material breach of this Agreement. Furthermore, CONSULTANT agrees to protect the school environment by barring any of its employees from entering Ulster BOCES's property where such employee is the subject of a sexual harassment complaint pending the outcome of Ulster BOCES's investigation. In the event the complaint is founded, such employee shall be prohibited from entering Ulster BOCES property.

All staff assigned to Ulster BOCES shall have completed the New York State mandatory sexual harassment training for each applicable school year.

INSURANCE REQUIREMENTS

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

2. The policy naming BOCES as an Additional Insured shall:

   a. 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.

   b. State that the organization's coverage shall be primary and non-contributory coverage for BOCES, its Board, employees and volunteers with a waiver of subrogation in favor of BOCES.

c. Additional insured status shall be provided by standard or other endorsements that extend coverage to BOCES (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with BOCES. A completed copy of the endorsements must be attached to the Certificate of Insurance.

3. a. The certificate of insurance must describe the services provided by the security firm that are covered by the liability policies.

b. At BOCES' 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.

4. The security firm agrees to indemnify BOCES for applicable deductibles and self-insured retentions.

5. 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 BOCES.

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 BOCES 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.

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

PREVAILING WAGE RATES

The awarded Contractor who provides the service to the BOCES shall insure that each laborer or worker employed by the Contractor or Subcontractor shall not be paid less than the prevailing rate of wages as indicated on the current wage schedule provided by the New York State Department of Labor, Bureau of Public Works. The successful vendor(s) is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. A current wage schedule is available on the New York State Department of Labor's website at www.labor.state.ny.us (under PRC # 2024900924). The wage schedule can be viewed at https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1574881. The new wage schedules are available on July 1 of each year.

****A CERTIFIED PAYROLL IS REQUIRED TO BE SUBMITTED WITH THE INVOICE TO THE BOCES BEFORE PAYMENT OF SERVICES WILL BE MADE.**

"The Contractor and subcontractor(s) if any shall submit to the BOCES with all requests for payment, certified payrolls or transcripts of the original payroll record, subscribed and affirmed as true under the penalties of perjury.
At a minimum, payrolls must show the following information for each person employed on a public work project: Name, social security number, classification(s) in which the worker was employed, hourly wage rate(s) paid, supplements paid or provided, and daily and weekly number of hours worked in each classification"

"The Contractor and subcontractor(s) if any shall submit to the BOCES with all requests for payment, certified payrolls or transcripts of the original payroll record, subscribed and affirmed as true under the penalties of perjury.
At a minimum, payrolls must show the following information for each person employed on a public work project: Name, social security number, classification(s) in which the worker was employed, hourly wage rate(s) paid, supplements paid or provided, and daily and weekly number of hours worked in each classification"

PLEASE NOTE: Vendors currently on the NYS Labor Department Debarred list will not be considered for award. By submitting a bid for consideration, the vendor is indicating to the BOCES that they are currently in good standing with the NYS Department of Labor at the time of the bid.

PREVAILING WAGE

☒ Prevailing wage rates apply to this contract *(if box is checked)*

The successful bidder is required to pay the prevailing hourly wage rates and the prevailing hourly supplements pursuant to section 220-d of the New York State Labor Law.

Contractors are responsible for paying all applicable prevailing rates throughout the term of the contract.

A verified statement of payment of prevailing rates by the Contractor (Article 8 only) MUST be submitted to the Board of Cooperative Educational Services in order for payment to be made.

Prevailing Wage Rates are incorporated into this document in accordance with the New York State Labor Law.

QUESTIONS

The Vendor may email questions to mmaphis@UlsterBOCES.org

All questions must be submitted no later than 4:00 PM on September 5, 2024. After this date and time, questions regarding this project will not be accepted.

Signature: _____

Print Names: Scott F. Perry

Title: Vice President

Company Name: Atlas Security Services Inc.

Date: 09/17/2024

Exhibit A to Detailed Specifications

Schedule of Services and Fees

Bidders are to bid only the adder over the required NYS Prevailing rate for Security Guard

(E.G. NYS Prevailing Rate 31.70 + Bid Price Over NYS Prevailing Rate 10.00 = $41.70 per hour)

All services shall be provided at the rates outlined in the Fee Schedule below:

	YEAR 1 November 1, 2024 – October 31, 2025	YEAR 2 November 1, 2025 – October 31, 2026	YEAR 3 November 1, 2026 – October 31, 2027	YEAR 4 November 1, 2027 – October 31, 2028	YEAR 5 November 1, 2028 – October 31, 2029
Regular Hourly Rate (Over NYS Prevailing Rate) Monday - Sunday					
Overtime Hourly Rate (Over NYS Prevailing Rate) In excess of 8hrs/shift					