

**Port Chester – Rye Union Free School District  
Port Chester, New York**

**REQUEST FOR PROPOSALS  
FOR  
SECURITY GUARD SERVICES**  
(RFP-0008-12-13)

**February 6, 2012**  
(Publication Date)

**Deadline for Proposals  
Thursday, February 14, 2012  
11.00am at Business Office**

**Port Chester - Rye Union Free School District  
Sherry George, Purchasing Agent  
Business Office  
113 Bowman Avenue  
Port Chester, New York 10573  
Phone (914) 934-8056, Fax (914) 939-9240**

Port Chester - Rye Union Free School District  
Port Chester, New York 10573

**Request for Proposal for Security Guard Services**

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Port Chester - Rye Union Free School District  
Port Chester, New York 10573

**PUBLIC NOTICE**

The Board of Education of the Port Chester - Rye Union Free School District, Port Chester New York, invites proposals for

<b>SECURITY GUARD SERVICES</b>
--------------------------------

Request for Proposal is obtainable either at <http://www.govbids.com> under Hudson Valley Purchasing Group, at [www.portchesterschools.org](http://www.portchesterschools.org) under District Information – Business Office or at the Business Office of the Board of Education, Middle School, Bowman Avenue, Port Chester, New York, during business hours. The proposals shall be submitted in sealed envelopes marked on the outside

**"Proposal for Security Guard Services"**

and be in the hands of the Purchasing Agent , in the Business Office, Port Chester-Rye Union Free School District, 113 Bowman Avenue, Port Chester, New York, prior to 11:00 a.m. on

**February 14, 2013**

The proposals will be tabulated and presented to the Board of Education for action shortly thereafter. The Board of Education reserves the right to reject any or all bids, waive informalities and accept the one appearing to be in the best interest of the School District.

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Sherry George  
Purchasing Agent

Port Chester-Rye Union Free School District  
Port Chester, NY 10573

**Request for Proposal for Security Guard Services**

**I. INTRODUCTION:**

The Port Chester-Rye Union Free School District (District) requests proposals from firms or individuals (Contractor) who are qualified to provide with licensed, unarmed and uniformed security guards as indicated in these Specifications. The service will be required for the remainder of the current school year (2012-2013) from March 1 to June 21, 2013. District will have the option to renew for the 2013-2014, 2014-2015, 2015-2016 and 2016-2017 school years. The school year runs from July 1<sup>st</sup> to June 30<sup>th</sup>.

There is no expressed or implied obligation for the District to reimburse responding Contractors for any expenses incurred in preparing proposals in response to this request.

To be considered, one original, marked "Original" plus three (3) copies, marked "Copy", of the proposal must be received by the Purchasing Agent by **11:00 a.m. on February 14, 2013**. The proposal shall be delivered in a sealed envelope, clearly marked with the name of the firm and the title of the proposal on the outside of the envelope. No faxed or emailed copy of the proposal will be accepted. The District reserves the right to reject any or all proposals submitted.

It is the Contractor's responsibility to ensure that their proposal is received by the Purchasing Department before the deadline, whether sent by mail or by means of personal delivery. All proposals received after the deadline stated in the RFP will not be considered and will be returned unopened to the firm. The Contractor assumes the risk of any delay in the mail or in the handling of the mail by employees of the District.

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

The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Contractor of the conditions contained in this request for proposals, unless any and all such exceptions are clearly and specifically noted in the proposal submitted.

**II. NATURE OF SERVICES REQUIRED:**

**A. Scope of Work:**

The general scope of work shall be to supply all labor, materials, equipment and supervision necessary to provide licensed, unarmed and uniformed security guard services at Port Chester-Rye School District schools. The security guard shall be seated at the front entrance of the school building. He/she shall greet all visitors, ask for state approved identification, provide sign in sheet, a visitor badge and escort them to their destination. The service must be rendered from 7.30am to 5.30pm, Monday to Friday, 180 to 185 school days (except the first year), dependent upon the school calendar and emergency closings, in six (6) school locations. The Contractor will be notified of any emergency closings of the District and the Contractor shall not bill the District for those days. The Contractor will follow the school calendar for the required coverage for the District. No coverage will be required if the schools are closed and no PM coverage will be required on half day dismissals.

**B. Guard Levels:**

The District is not decided on which level of security guard it will be utilizing. The District is requesting the Contractors to provide pricing for both level I and II guards. The final decision will be made by the District depending upon the pricing and District's available funds.

The requirements for both the levels of guards are:

**1. Level I –**

- Minimum of 18 years of age.
- High school graduate or possess a General Equivalency Diploma (GED).
- Able to speak, read and write effectively in English.
- Preferably Spanish speaking.
- Have a valid and current New York State Department of State (DOS) Security Guard registration.
- Must have fingerprint clearance to work in school environment from the Office of School Personnel Review and Accountability (OSPRA) in New York State Education Department (SED).
- Completed all Division of Criminal Justice Services (DCJS) Security Guard training.
- Must be in good physical condition to perform the essential duties of the position.

**2. Level II -**

- All requirements of Level 1 and
- One or more of the following:
  - Two years of prior Military experience on active duty with an honorable discharge.
  - Two years of full-time experience as a Police Officer, Probation officer or Corrections Officer.
  - Three years of full-time experience as a DOS registered New York State Security Guard.
  - Two years experience as a Security Guard Supervisor.
  - An associate's or Bachelor's degree in Criminal Justice.

**C. Contractor Duties and Responsibilities:**

1. The Contractor must be licensed by the State of New York and bonded as a private security guard service. A copy of such licenses must be submitted with the proposal.
2. The Contractor shall have been in the business of providing uniformed guard service for a minimum of three (3) years.
3. The Vendor must include a minimum of three (3) references, from either educational institutions or other governmental agencies of similar size and scope to the work covered in this contract.
4. Each Contractor shall examine the specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed under this agreement will be accepted by the District for any failure on the part of the Vendor to fulfill his duties under this agreement.
5. Contractor will be responsible to verify that each guard maintains active status of their New York State Department of State Registration and receives their annual required training.
6. The Contractor must conduct pre-employment checks on all personnel who may be utilized during the term of this contract. Pre-employment testing must include, but is not necessarily limited to, criminal records check, consumer credit check, social security number identification, driver's license check and drug screening.

7. The District reserves the right to interview each guard to be provided prior to or during assignment, and to reject and bar from the facility any employee hired by the Contractor.
8. Contractor will have the responsibility to instruct and train each guard in the duties and responsibilities of the post.
9. The contractor shall insure that all uniformed guard provided under this contract are on time, alert, and capable of performing their assigned duties. If the assigned guard does not report on time, the contractor is required to send a replacement guard within one hour of receiving notice unless another arrangement has been made with the site specific designated District representative.
10. Contractor must assure continuity of each guard assigned to a post unless objected by District.
11. During the term of the contract, the Contractor shall be available for meetings, as required, to review job progress and quality of work, identify and resolve problems, and coordinate the efforts of all concerned.
12. Contractor is responsible for compliance with all Federal, State, and local laws, edicts or ordinances, including but not limited to the New York State General Business Law-Article 7 (Guard & Patrol Agencies) and Article 7A (Security Guard Act) of 1992.
13. If a breach of contract specifications regarding employee screening or training occurs, District shall inform the Contractor and have the right after such occurrences to dismiss the Contractor for not providing properly prescreened or trained guards.
14. Contractor must ensure that his/her employees abide by the prohibition against smoking at District properties.
15. District reserves the right to visit the offices of the vendor as part of their evaluation of this RFP.

**D. Guard Personnel Duties and Responsibilities:**

1. Security guards assigned to perform work under this contract shall wear uniforms at all times. These uniforms must clearly identify the name of the security contract company and the name of the individual security guard. This identification may be accomplished through the use of shoulder patches, silk screening or stitched company emblems, insignias or logos.
2. All service shall be performed in a professional manner. All guards shall be neat and clean and their appearance shall set a good example.
3. Have no criminal record.
4. Shall carry no weapons including mace and pepper spray.
5. Shall not use foul or obscene language.
6. He/she shall greet all visitors, ask for state approved identification, provide sign in sheet, a visitor badge and escort them to their destination.
7. Immediately upon reporting for duty, the guard shall: Sign the logbook, read all entries since his/her previous duty shift and become acquainted with all/any issues and incidents that may have occurred.

8. The logbook shall be continuously maintained with accurate time entries of all visitors and shall also include the signature of guard coming on duty and signature of guard going off duty. Any visiting supervisor must also sign in and out in the logbook.
9. Logbook incident reports are to be filled out and forwarded to the user agency central office no later than the next business day following completion or occurrence of any incidents.
10. In addition to the above, the Contractor shall be responsible for providing a verbal report for any incident which occurs on any shift by the close of that shift. This report shall be followed up by a written report on the Contractor's letterhead to the District.
11. Said reports are to be provided to the designated District representative and shall address any incidents as outlined and any other unusual circumstances such as but not limited to any apparent trespass of District property, any verbal or physical confrontation between the Contractor's employees and any District's employee, faculty, staff, students or visitors.

**E. School Location(s):**

- |   |  |
|---|--|
| 1. Thomas A. Edison Elementary School<br>132 Rectory Street<br>Port Chester, NY 10573 | 2. King Street Elementary School<br>697 King Street<br>Port Chester, NY 10573        |
| 3. Park Avenue Elementary School<br>75 Park Avenue<br>Port Chester, NY 10573          | 4. JFK Early Learning Center<br>18 Central Avenue<br>Port Chester, NY 10573          |
| 5. JFK Elementary School<br>40 Olivia Street (Upper Level)<br>Port Chester, NY 10573  | 6. JFK Elementary School<br>40 Olivia Street (Lower Level)<br>Port Chester, NY 10573 |

**III. ANTICIPATED PROPOSAL TIMELINE:**

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

- |                                  |                        |
|----------------------------------|------------------------|
| • Request for proposals issued   | February 6, 2013       |
| • Due date for proposals         | February 14, 2013      |
| • Interviews, if any             | February 18 – 20, 2013 |
| • Board of Education appointment | February 25, 2013      |

**IV. PREVAILING WAGES:**

The Level I security guard title falls under the New York State Department of Labor's definition of "Public Work" and is subject to all the provisions contained in the New York State Labor Law. Any Contractor submitting a proposal on this title shall acknowledge that said project is "Public Work". Contractor shall comply with all the provisions of the Labor Law, including but not limited to Article 9 of said Law. Contractor shall pay prevailing wages as defined by said Law to all employees associated with this contract for Level I security guards. In order to ensure compliance with these provisions, the District shall be entitled to review and/or audit the Contractor's payroll records from time to time and may require the Contractor to make such records available to the District either at the Contractor's place of business or at a location designated by the District. The Contractor and subcontractor(s) if any shall submit to the District with all requests for payment, certified payrolls or transcripts of the original payroll record, subscribed and affirmed as true under the penalties of perjury.

A Prevailing Wage Case Number (2013900092) has been assigned to the contract arising out of this proposal. A copy of the notice of prevailing wage schedule is attached at the end of this document. To view the PDF file of the schedule, click on the link below or copy and paste into your browser.

<http://wpp.labor.state.ny.us/wpp/publicViewProject.do?method=showIt&id=838580>

## **V. PAYROLLS AND PAYROLL RECORDS:**

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the contracts date of completion. 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 provide, and Daily and weekly number of hours worked in each classification. **The Port Chester-Rye School District requires that certified payroll be attached to all requests for payments.**

## **VI. INSPECTION OF WORK:**

The quality of service shall be subject to inspection by the designated representative of the District at any time. Should it be found that the quality of the service being performed is not satisfactory, and that the specifications are not being met, it may be considered as grounds for the termination of the contract.

## **VII. INSURANCE REQUIREMENT:**

- A. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the proposer hereby agrees to effectuate the naming of the district as an unrestricted additional insured on the proposer's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.
- B. The policy naming the district as an additional insured shall:
  - 1) From an A.M. Best rated "secured" insurer, authorized to conduct business in New York State.
  - 2) Contain a 30-day notice of cancellation.
  - 3) State that the organization's coverage shall be primary coverage for the District, its Board, employees and volunteers.
  - 4) The district shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
- C. The proposer agrees to indemnify the district for any applicable deductibles.
- D. Required Insurance:
  - 1. **Commercial General Liability Insurance**
    - a. \$1,000,000 per occurrence/ \$2,000,000 aggregate.
  - 2. **Automobile Liability**
    - a. \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
  - 3. **Workers' Compensation and N.Y.S. Disability**
    - a. Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
  - 4. **Excess Insurance**
    - a. On a "Follow-Form" basis, with limits of \$3,000,000 each occurrence and aggregate.
- E. Proposer acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract. The contracted vendor is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the district to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the district.



The district is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The proposer 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's insurer.

## **VIII. PROPOSAL REQUIREMENTS:**

### **A. General Requirements**

- **Inquiries:** Inquires concerning the request for proposals and the subject of the request for proposals must be made via e-mail to:  
Sherry George  
Purchasing Agent  
[sgeorge@pcschoools.lhric.org](mailto:sgeorge@pcschoools.lhric.org)

**CONTACT WITH PERSONNEL OF THE PORT CHESTER-RYE UNION FREE SCHOOL DISTRICT OTHER THAN THE PURCHASING AGENT REGARDING THIS REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.** All inquiries resulting in clarification of RFP specifications or procedures will be responded to in writing. Copies will be distributed to all prospective bidders who have submitted a "Notification of Interest".

- B. Submission of Proposals:** Contractors must submit one original, marked "Original" plus three (3) copies, marked "Copy" of the proposal. The deadline to submit the proposals is **11:00 a.m. on February 14, 2013**. Late submissions will not be accepted and will be returned unopened. Proposals must be fully sealed. No faxed or emailed copy of the proposal will be accepted. The entire responding proposal to the request shall be placed in a sealed manila envelope marked with the words: "PROPOSAL FOR SECURITY GUARD SERVICES".

All proposals must be send to the following address-

**Mailing Address:**

Purchasing Agent,  
Port Chester-Rye Union Free School District,  
Business Office  
P.O. Box 246  
Port Chester, New York 10573

**Physical Address:**

Purchasing Agent,  
Port Chester-Rye Union Free School District,  
Business Office  
113 Bowman Avenue  
Port Chester, New York 10573

- C. Proposal Content:** The proposal package shall include the following items:

1. Title Page showing the RFP's subject; the Contractor's name; the name, address and telephone number of a contact person; and the date of the proposal.
2. A signed letter of transmittal that briefly states the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the Contractor believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm offer for the 2012-2013 to 2016-2017 years.
3. Provide documentary evidence that the Contractor is licensed by the State of New York and bonded as a private security guard service.

4. A brief narrative detailing the Contractor's history including location, size and date of inception.
5. Describe the Contractor's experience and expertise in providing security guard services.
6. Resumes of the all supervisors and the guards that might be assigned to this engagement.
7. List three (3) references of other school districts or governmental agencies with the contact name, title and phone number.
8. Disclosure and description of any disciplinary proceedings pending against you in any jurisdiction or whether discipline has been previously imposed against you in any jurisdiction. If discipline has previously been imposed, state the date, jurisdiction, nature of the ethics violation and the penalty imposed. If proceedings are pending, specify the jurisdiction, the charges and the likely time of their disposition.
9. Disclosure and description of any arrests or convictions against the members of the Contractor.
10. Identify the nature of any potential conflict of interest the Contractor might have in providing these services to the District.
11. Provide any other information that might be beneficial to the District.
12. Separate list of all engagements with the District within the last five years.
13. Assurance that the Executed copies of the Certificates of Insurances will be provided.
14. A completed Certificate of Experience **(See Appendix A)**.
15. A completed Non-Collusive Certification **(See Appendix B)**.
16. A completed Non-Collusive Resolution (Required for Corporations) **(See Appendix C)**.
17. A completed Proposer Warranties **(See Appendix D)**.
18. A completed and Notarized Background / Criminal Check Certification **(See Appendix E)**.
19. A completed and Notarized Hold Harmless Agreement **(See Appendix F)**.
20. A completed and Notarized Iran Divestment Act Certification **(See Appendix H)**.
21. The completed and Notarized Certificate of Compliance for prevailing wages **(See Appendix I)**.
22. The completed Dollar Cost Bid form for all the years **(See Appendix J)**.
23. A completed Proposal Certification **(See Appendix K)**.
24. A completed W-9 form.
25. Copies of all required licenses and certifications

## **IX. EVALUATION PROCEDURES:**

### **A. Evaluations**

These proposals are being solicited through a fair and open process. The criteria and the other requirements herein are intended to be non-restrictive for the purpose of obtaining participation of qualified professionals and uniformity in the manner of submission of proposals.

### **B. Oral Presentations**

During the evaluation process, the District may, at their discretion, request any or all proposers to make oral presentations. Such presentations will provide proposers with an opportunity to answer any questions the District may have on their proposal. Not all proposers may be asked to make such oral presentations.

### **C. Right to Reject Proposals**

The District reserves the right to: (i) not select any of the applicants; (ii) require applicants to submit to a personal interview and/or submit additional or clarifying information; (iii) to reject any or all proposals; (iv) to waive any informalities in the proposals; and (v) procure the services from other sources if deemed most advantageous to the objectives of the District.

The District's determination of the applicant who is most advantageous to the goals and objectives of the District shall be final and conclusive. The appointment shall be determined by majority vote on a resolution to be read at an open public meeting. No applicant shall cause or influence, or attempt to cause or influence, any District official, officer or employee to secure unwarranted privileges or advantages.

## **X. TERMS OF ENGAGEMENT:**

A contract for the remainder of the school year (March 1 – June 21) is contemplated by the Board of Education with the option to renew annually for next four (4) years according to the terms and conditions listed in the RFP. The contract is contingent upon the availability and approval of funds and the review of the performance of the Contractor. The District reserves the right to terminate the contract by giving 30 days notice to the Contractor.

Port Chester-Rye Union Free School District  
Port Chester, NY 10573

**Request for Proposal – Security Guard Services**

## Appendix A

**CERTIFICATION OF EXPERIENCE**

I \_\_\_\_\_ certify that \_\_\_\_\_  
(Name) (Company)

has completed the following work within the last three years:

Name of Business:	Contact Name:
Address:	Phone:
Date and nature of work:	Fax:
Approximate Contract Value:	Email:

Name of Business:	Contact Name:
Address:	Phone:
Date and nature of work:	Fax:
Approximate Contract Value:	Email:

Name of Business:	Contact Name:
Address:	Phone:
Date and nature of work:	Fax:
Approximate Contract Value:	Email:

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

Port Chester-Rye Union Free School District  
Port Chester, NY 10573

**Request for Proposal for Security Guard Services**

## **Appendix B**

### **NON-COLLUSIVE BIDDING CERTIFICATION**

(As required by Section 103d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate, this corporation bidder shall be liable under the penalties of perjury).

As of September 1, 1966, this Section will read as follows-

**103-d** 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 bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of any joint bid each party thereto certified as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
  - 1 The prices in this bid 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 an other bidder or with any competitor,
  - 2 Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - 3 No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- b. Any bid 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 bidder shall so state and furnish with the bid a signed statement which sets forth in detail the reason therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication 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 the meaning of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder 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.

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

Port Chester-Rye Union Free School District  
Port Chester, NY 10573

**Request for Proposal for Security Guard Services**

**Appendix C**

**RESOLUTION - FOR CORPORATE BIDDERS ONLY**

RESOLVED THAT \_\_\_\_\_ be authorized to sign and submit the bid or proposal of this corporation for the following project:

---

**Describe the project**

And to include in such bid or proposal the certificate as to non-collusion required by SECTION ONE HUNDRED THREE – D of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by;

---

Corporation at a meeting of its Board of Directors held on the \_\_\_\_\_ day of \_\_\_\_\_ and is still in full force and effect this \_\_\_\_\_ day of \_\_\_\_\_ .

(SEAL OF CORPORATION)

---

(SECRETARY)

Port Chester-Rye Union Free School District  
Port Chester, NY 10573

**Request for Proposal for Security Guard Services**

**Appendix D**

**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 Port Chester-Rye Union Free 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**

---

**(Print Name)**

---

**(Signature)**

---

**(Phone)**

---

**(Fax)**

Port Chester-Rye Union Free School District  
Port Chester, NY 10573

**Request for Proposal for Security Guard Services**

**Appendix E**

**BACKGROUND / CRIMINAL CERTIFICATION**

(This form must be signed and notarized – Submit with bid)

As part of this submission, I certify that I have performed background / criminal checks on all security guards under our employ. I understand that the guards might come in direct contact with students on the District property and they have not been convicted of a felony or any offense in sexual nature involving a child.

Furthermore, I understand that the duty to certify is continuous in nature and extends to future employees and employees of subcontractors for the duration of the contract.

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

Affirmed to me this \_\_\_\_\_ day of \_\_\_\_\_, 2013

---

**Firm's Name**

---

**Address**

---

**City, State, Zip**

---

**(Print Name)**

---

**(Signature)**

---

**(Phone)**

---

**(Fax)**



Port Chester-Rye Union Free School District  
Port Chester, NY 10573

**Request for Proposal for Security Guard Services**

**Appendix F**

**HOLD HARMLESS AGREEMENT**

(This form must be signed and notarized – Submit with bid)

It is hereby agreed and understood that the contractor agrees to hold harmless and indemnify Port Chester-Rye Schools Board of Education, Port Chester-Rye Union Free School District, or any officer, agent, servant, or employee of the Port Chester-Rye Union Free School District from any lawsuit, action, proceeding liability, judgment, claim or demand which may arise out of:

- A) Any injury to person or property sustained by the contractor, its agents, servants or employees or by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance under the contract, however caused;
- B) Any injury to person or property sustained by any person, firm, or corporation, caused by any act, default, error or omission of the contractor, its agents, servants, or employees or any person, firm or corporation, directly or indirectly employed by them upon or in connection with performance under the contract.

The assumption of indemnity, liability and loss hereunder shall survive contractor's completion of service or other performance hereunder and any termination of this contract.

The contractor at its own expense and risk shall defend any legal proceedings that may be brought against the Port Chester-Rye Union Free School District, Port Chester-Rye Schools Board of Education, or any officer, agent, servant, or employee of the Port Chester-Rye Union Free School District on any claim or demand, and shall satisfy any judgment that may be rendered against the Port Chester-Rye Union Free School District, Port Chester-Rye Schools Board of Education, or any officer, agent, servant, or employee of the Port Chester-Rye Union Free School District.

This Indemnification, Defense and Hold Harmless Agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand, of whatever name or nature, notwithstanding that Dealer may deem the same to be frivolous or without merit. It is intended that this Agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Dealer.

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

Affirmed to me this \_\_\_\_\_ day of \_\_\_\_\_, 2013

Port Chester-Rye Union Free School District  
Port Chester, NY 10573

**Request for Proposal for Security Guard Services**

**Appendix G**

**IRAN DIVESTMENT ACT COMPLAINT RIDER**

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.**

Port Chester-Rye Union Free School District  
Port Chester, NY 10573

**Request for Proposal for Security Guard Services**

**Appendix H**

**CERTIFICATION - IRAN DIVESTMENT ACT OF 2012**

(This form must be signed and notarized – Submit with bid)

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: \_\_\_\_\_

Affirmed to me this \_\_\_\_\_ day of \_\_\_\_\_, 2013

Port Chester-Rye Union Free School District  
Port Chester, NY 10573

**Request for Proposal – Security Guard Services**

**Appendix I**

**CERTIFICATE OF COMPLIANCE - LABOR REGULATIONS**

**(This form must be signed and notarized – Submit with bid)**

The contractor named below certifies compliance with all applicable labor laws and regulations of the State of New York and the United States of America including the following:

**1. Prevailing Wage Rate (PRC # 2013900092)**

The Contractor agrees to comply with the schedule of wages applicable to the performance of the said contract and the statutory requirements and ruled of the State of New York.

**2. Social Security Taxes**

The contractor promises and agrees to pay the taxes measured by the wages of their employees required by the Federal Social Security Act and all amendments thereto, and to accept the exclusive liability for said taxes.

**3. Labor Laws**

The contractor certifies compliance with all the provisions of laws in the State of New York and the United States of America which affect municipalities and municipal contracts, and more particularly the Labor Law, the Immigration and Naturalization Laws and Regulations, the General Municipal law, the Workers Compensation law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Laws, and any and all regulations promulgated by the State of New York, insofar as the same shall be applicable to the contract awarded to the contractor.

Affirmed to me this \_\_\_\_\_ day of \_\_\_\_\_, 2013

---

**Company name**

---

**Address**

---

**City, State, Zip**

---

**(Print name)**

---

**(Signature)**

---

**(Phone)**

---

**(Fax)**

Port Chester-Rye Union Free School District  
Port Chester, NY 10573

**Request for Proposal for Security Guard Services**

**Appendix J**

**SCHEDULE OF FEES**

(To include all necessary expenses as per specifications of the RFP)

1. Level I - As NY State has determined the prevailing wage for the level I security guard services, the cost proposal shall be the percentage above the prevailing wage for all the school years. The hourly rate shall be calculated by adding the percentage to the actual prevailing wages for subsequent years.
2. Level II – The cost proposal shall be the actual hourly rate.

School Years	Level I Percentage above the Prevailing wage	Level II Hourly Cost
2012 - 2013	%	\$
2013 - 2014	%	\$
2014 - 2015	%	\$
2015 - 2016	%	\$
2016 - 2017	%	\$

---

**Company name**

---

**Address**

---

**City, State, Zip**

---

**(Print name)**

---

**(Signature)**

---

**(Phone)**

---

**(Fax)**

Port Chester-Rye Union Free School District  
Port Chester, NY 10573

**Request for Proposal for Security Services**

**Appendix K**

**PROPOSAL CERTIFICATION**

We have read the Request for Proposal (RFP) for security guard services and fully understand its intent. We certify that we have adequate personnel, equipment, and facilities to fulfill the requirements thereto. We understand that our ability to meet the criteria and provide the required services shall be reviewed by the District, which will develop a recommendation for the Board of Education's consideration regarding the selection of the most advantageous Security services proposal.

It is understood that all information included in, attached to, or required by this RFP shall become public record upon delivery to the District. The undersigned certifies that the completion of the Proposal is a binding commitment to provide the Security guard services requested as proposed herein.

---

**Company name**

---

**Address**

---

**City, State, Zip**

---

**(Print name)**

---

**(Signature)**

---

**(Phone)**

---

**(Fax)**

## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	Port Chester-Rye School District 113 Bowman Avenue Port Chester, NY 10573
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

New York State State Agencies

Search all of NY.gov

## New York State Department of Labor

## Prevailing Wage

Unemployment  
Benefits

Career  
Services

Business  
Services

Worker  
Protection

Forms and  
Publications

Home

[Wage Schedule](#) · [Submit Notice Of Award](#) · [Submit Notice Of Project Completion](#)

PRC#: 2013900092

Acceptance Status: Accepted Article 9

Type of Contracting Agency: Local School District

## Contracting Agency

## Send Reply To

Port Chester-Rye School Dist.  
Sherry George  
Purchasing Agent  
113 Bowman Avenue  
Port Chester NY 10573

(914) 934-8056  
(914) 939- 9240 Fax  
sgeorge@pcschoools.lhric.org

## Project Information

Project Title	Security Service Level I
Description of Work	Provide security guard and greeter service to all visitors of the school.
Contract Id No.	
Project Location(s)	Port Chester School District
Route No / Street Address	6 Various Locations
Village / City	Port Chester
Town	
State / Zip	NY
Nature of Project	Building Service Contract
Approximate Bid Date	02/15/2013
Checked Occupation(s)	Guards, Watchmen

## Applicable Counties

Westchester



# Port Chester - Rye Union Free School District

## Revised School Calendar effective 12/12/12

### 2012-2013

September 2012				
M	T	W	T	F
		29	30	31
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

15

October 2012				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

19

November 2012				
M	T	W	T	F
			4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

17

December 2012				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

15

January 2013				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

21

August 29-30 Superintendent's Conference Days

September 3 Labor Day  
4 Superintendent's Conference Day  
5 Opening Day for the Students  
17-18 Rosh Hashanah  
26 Yom Kippur

October 8 Columbus Day

November 12 Veteran's Day  
21 11:30 Dismissal Students  
22-23 Thanksgiving Recess

December 21 11:30 Dismissal Students  
24-31 Holiday Recess

January 1 New Year's Day  
21 Martin Luther King Day

February 18 Schools closed - Presidents' weekend  
22 All schools closed except for PCMS  
Early dismissal day

March 25-29 Spring Recess

May 27 Memorial Day

June 11-20 Regents Exams  
19-21 11:30 Dismissal - Elem Students only  
21 Last Day of School

Schools Closed

Staff Only

11:30 Dismissal Students

February 2013				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	

MS

18 19

March 2013				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

16

April 2013				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

22

May 2013				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

22

June 2013				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

15

Snow Days rules from December 12, 2012 through June 30, 2012

If 1 Snow Day is used, there will be no change in the calendar

If 2 Snow Days are used, there will be no change in the calendar

If 3 Snow Days are used, there will be no change in the calendar

If 4 or more snow days are used, they will be deducted from spring recess in the following order 3/27, 3/28, 3/25

No irrevocable vacation plans should be made for any make up snow days

Unused snow days will be scheduled to extend Memorial Day weekend 3 days in the following order: May 24, 23, and 22

TOTAL DAYS:

Teacher 183

Student 180

Approved by Board of Education on December 12, 2012