

**Pocantico Hills Central School District  
Request for Proposals for Security Guard Services**

**REQUEST FOR PROPOSALS  
FOR  
SECURITY GUARD SERVICES**

Deadline for Proposals

Friday, July 6, 2018

2:00 p.m.

Pocantico Hills Central School District

599 Bedford Road

Sleepy Hollow, NY 10591

Marianne Heslin, Purchasing Agent

[mheslin@pocanticohills.org](mailto:mheslin@pocanticohills.org)

Phone (914) 631-2440 x 707

**Pocantico Hills Central School District  
Request for Proposals for Security Guard Services**

PUBLIC NOTICE

The Board of Education of the Pocantico Hills Central School District invites proposals for

SECURITY GUARD SERVICES
-------------------------

The Request for Proposal guidelines may be obtained from the business office of the Pocantico Hills CSD, 599 Bedford Rd, Sleepy Hollow, NY 10591, upon request, or on our website at [www.pocanticohills.org](http://www.pocanticohills.org).

Sealed proposals are to be filed with Marianne Heslin, Purchasing Agent, Pocantico Hills CSD, 599 Bedford Road, Sleepy Hollow, NY, 10591.

Proposals will be accepted until 2:00 P.M., Friday July 6, 2018.

The Pocantico Hills CSD Board of Education reserves the right to reject any or all proposals.

# **Pocantico Hills Central School District**

## **Request for Proposals for Security Guard Services**

### **I. INTRODUCTION:**

The Pocantico Hills Central 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 2018-2019 school year. District will have the option to renew for the 2019-2020, 2020-2021, 2021-2022, and 2022-2023 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 2:00 p.m. on Friday July 6, 2018. 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 Pocantico Hills School District School.

The Pocantico Hills Central School District security guard will provide general building security. The security guard will maintain a post, greet visitors, and deal directly with the public in ascertaining their business, providing directions, and providing a security presence in the building. The purpose of the security guard is to help ensure the safety of the students, staff and other building occupants. The hours of the security guard(s) are subject to change, and the duties will include, but not be limited to, the following list of duties:

#### **Duties:**

- The guard will maintain a post at a location designated by the Superintendent of Schools.
- The guard will periodically patrol the buildings and grounds, after obtaining coverage for the regular post.

## **Pocantico Hills Central School District**

### **Request for Proposals for Security Guard Services**

- The guard will review the District security cameras to ensure admittance to the school building by authorized persons.
- The guard will assist the Superintendent, Assistant Superintendent, or the Principal/or their designees in their efforts to enforce School Board Policies and or regulations.
- The guard will report incidents requiring student discipline to the school Principal and shall not administer student discipline directly.
- The guard will interact with and provide assistance to police or other law enforcement officials as required.
- The guard may be responsible for the issuance of ID badges to staff, and other ID's as required.
- The Guard may monitor, maintain and request supplies necessary for the security needs of the District, i.e. badges, printer ink, etc.
- Other responsibilities as required.

Generally, the guard(s) hours shall be from 8:00 a.m. — 4:00 p.m. and from 10:00 a.m. — 6:00 p.m. 180 to 185 school days, dependent upon the school calendar and emergency closings, in one (1) school location. Hours are subject to change and additional evening hours may be required for special events. 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. Coverage for summer programs and evening activities will be required on an as needed basis.

#### **B. Guard Qualifications:**

The requirements for the guards are:

- 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.
- Three years of full-time experience as a DOS registered New York State Security Guard.
- Resumes of prospective security personnel shall be provided to the District for consideration.

#### **C. Contractor Duties and Responsibilities:**

- 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.
- The Contractor shall have been in the business of providing uniformed guard service for a minimum of three (3) years to public school districts.

## **Pocantico Hills Central School District**

### **Request for Proposals for Security Guard Services**

- The Vendor must include a minimum of three (3) references, from either educational institutions (public schools) or other governmental agencies of similar size and scope to the work covered in this contract.
- 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.
- 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.
- The Contractor must conduct pre-employment checks on all personnel who may be utilized during the term of this contract. Pre-employment testing must include, but is not necessarily limited to, criminal records check, consumer credit check, social security number identification, driver's license check and drug screening.
- The 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,
- Contractor will have the responsibility to instruct and train each guard in the duties and responsibilities of the post.
- 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.
- Contractor must assure continuity of each guard assigned to a post unless objected by District.
- 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.
- 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.
- 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.
- Contractor must ensure that his/her employees abide by the prohibition against smoking at District properties.
- District reserves the right to visit the offices of the vendor as part of their evaluation of this RFP.
- The Contractor must be a New York State Licensed Security Guard Training School. The vendor shall provide a copy of the current school license.

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

- 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.
- All service shall be performed in a professional manner. All guards shall be neat and clean and their appearance shall set a good example.
- Have no criminal record.
- Shall carry no weapons including mace and pepper spray.
- Shall not use foul or obscene language.

## **Pocantico Hills Central School District**

### **Request for Proposals for Security Guard Services**

- He/she shall greet all visitors, ask for District approved identification, provide sign in sheet, a visitor badge and escort them to their destination.
- 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.
- 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.
- 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.
- 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 or via e-mail to the Assistant Superintendent of Finance and Support.
- 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:

Pocantico Hills Central School  
599 Bedford Road  
Sleepy Hollow, NY 10591

#### III. PREVAILING WAGES:

The 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.

#### IV. 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 Pocantico Hills Central School District requires that certified payroll be attached to all requests for payments.

**Pocantico Hills Central School District**  
**Request for Proposals for Security Guard Services**

V. 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 termination of the contract.

VI. INSURANCE REQUIREMENT:

The contractor will be required to agree to the terms below and provide evidence of minimum insurance of the types and the amounts listed.

- A. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the consultant hereby agrees to effectuate the naming of the district as an additional insured on the consultant's insurance policies, with the exception of workers' compensation, N.Y. State disability 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 indemnify the district for any applicable deductibles and self-insured retentions.

C. Required Insurance (minimum):

**1. Commercial General Liability Insurance**

- a. \$1,000,000 per occurrence/ \$2,000,000 aggregate.

**2. Workers' Compensation and N.Y.S. Disability**

- a. Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance 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.
- b. A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form may be completed and submitted online: [http://www.wcb.state.ny.us/content/ebiz/wc\\_db\\_exemptions/requestExemptionOverview.jsp](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp)

**3. Professional Errors and Omissions Insurance**

- a. \$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the firm performed under the contract for the district. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

**Pocantico Hills Central School District**  
**Request for Proposals for Security Guard Services**

**4. Excess Insurance**

- a. \$1,000,000 each occurrence and aggregate. Excess coverage shall be on a follow-form basis
  
- D. Contractor acknowledges that failure to obtain and maintain such insurance on behalf of the district constitutes a material breach of contract. The contractor must provide the district with a certificate of insurance, evidencing the above requirements have been met, prior to the award of the contract. 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.
  
- E. The district is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The contractor 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.

**VII. PROPOSAL REQUIREMENTS:**

**A. General Requirements**

Inquiries: Inquiries concerning the request for proposals and the subject of the request for proposals must be made via e-mail to [mheslin@pocanticohills.org](mailto:mheslin@pocanticohills.org) :

Marianne Heslin  
Purchasing Agent

**CONTACT WITH PERSONNEL OF THE POCANTICO HILLS CENTRAL 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.

**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 **2:00 p.m. on Friday July 6, 2018**. 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 sent to the following address-

Mailing and Physical Address:

Purchasing Agent,  
Pocantico Hills Central School District,  
Business Office  
599 Bedford Road  
Sleepy Hollow, New York 10591

## **Pocantico Hills Central School District**

### **Request for Proposals for Security Guard Services**

#### C. Proposal Content:

The proposal package shall include the following items:

- 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.
- 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 2018-2019 to 2022-2023 years.
- Provide documentary evidence that the Contractor is licensed by the State of New York and bonded as a private security guard service.
- A brief narrative detailing the Contractor's history including location, size and date of inception.
- Describe the Contractor's experience and expertise in providing security guard services.
- Resumes of the all supervisors and the guards that might be assigned to this engagement
- List three (3) references of other school districts or governmental agencies with the contact name, title and phone number.
- 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.
- Disclosure and description of any arrests or convictions against the members of the Contractor.
- Identify the nature of any potential conflict of interest the Contractor might have in providing these services to the District.
- Provide any other information that might be beneficial to the District.
- Separate list of all engagements with the District within the last five years.
- Assurance that the Executed copies of the Certificates of Insurances will be provided.
- A completed Certificate of Experience (See Appendix A).
- A completed Non-Collusive Certification (See Appendix B).
- A completed Non-Collusive Resolution (Required for Corporations) (See Appendix C).
- A completed Proposer Warranties (See Appendix D).
- A completed and Notarized Background / Criminal Check Certification (See Appendix E).
- A completed and Notarized Hold Harmless Agreement (See Appendix F).
- A copy of the Iran Divestment Act Compliance Rider (See Appendix G.)
- A completed and Notarized Iran Divestment Act Certification (See Appendix H).
- The completed and Notarized Certificate of Compliance for prevailing wages (See Appendix I).
- The completed Dollar Cost Bid form for all the years (See Appendix J).
- A completed Proposal Certification (See Appendix K).
- A completed W-9 form.
- Copies of all required licenses and certifications

**Pocantico Hills Central School District**  
**Request for Proposals for Security Guard Services**

VIII. 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.

IX. TERMS OF ENGAGEMENT:

A contract for the 2018-2019 school year is contemplated by the Board of Education with the option to renew annually for the next four (4) school 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.

**Pocantico Hills Central School District  
Request for Proposals for 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: \_\_\_\_\_

**Pocantico Hills Central School District**  
**Request for Proposals 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 another 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.
  
- c. 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).
  
- d. 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: \_\_\_\_\_

**Pocantico Hills Central School District  
Request for Proposals 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 or the following project:

---

Describe the project

And to include in such bid or proposal the certificate as to non-collusion required by Section 103-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 \_\_\_\_\_, 2018.

SEAL OF CORPORATION

---

(SECRETARY)

**Pocantico Hills Central School District  
Request for Proposals 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 Pocantico Hills Central School District.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

---

Company Name

---

Address

---

City, State, Zip

---

Print Name

---

Signature

---

Phone

---

Email



**Pocantico Hills Central School District  
Request for Proposals 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 Pocantico Hills Central School Board of Education, Pocantico Hills Central School District, or any officer, agent, servant, or employee of the Pocantico Hills Central 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 Pocantico Hills Central School District, Pocantico Hills Central School Board of Education, or any officer, agent, servant, or employee of the Pocantico Hills Central School District on any claim or demand, and shall satisfy any judgment that may be rendered against the Pocantico Hills Central School District, Pocantico Hills Central School Board of Education, or any officer, agent, servant, or employee of the Pocantico Hills Central 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 \_\_\_\_\_, 2018

**Pocantico Hills Central School District  
Request for Proposals for Security Guard Services**

**Appendix G**

**IRAN DIVESTMENT ACT COMPLAINEE 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.**

**Pocantico Hills Central School District  
Request for Proposals 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 \_\_\_\_\_, 2018

**Pocantico Hills Central School District  
Request for Proposals for 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

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 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.

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

Affirmed to me this \_\_\_\_\_ day of \_\_\_\_\_, 2018

---

Company Name

---

Address

---

City, State, Zip

---

Print Name

Signature

---

Phone

Email

**Pocantico Hills Central School District  
Request for Proposals for Security Guard Services**

**Appendix J**

SCHEDULE OF FEES

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

New York State has determined the prevailing wage for 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.

School Years	*Hourly Cost Per Guard (Note: Pocantico Hills will initially use two (2) guards, which is subject to change)
2018-2019	
2019-2020	
2020-2021	
2021-2022	
2022-2023	

\*The hourly cost is subject to change in the same proportion as changes in the prevailing wage rate. Vendor must supply annual prevailing wage rate information with rate increase request.

---

Company Name

---

Address

---

City, State, Zip

---

Print Name Signature

---

Phone Email

**Pocantico Hills Central School District  
Request for Proposals for Security Guard 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

---

Email