



**CREATING THE
LEADERS OF TOMORROW**

**BID PROPOSAL
BID # 23-01B**

ARMED SECURITY GUARD SERVICE

BID TO BE RECEIVED ON OR BEFORE

October 18,2022

11:00 AM

**SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT
60 WESTON STREET
HUNTINGTON STATION, NY 11746
Telephone (631) 812-3015 Fax (631) 812-3019**

**BOARD OF EDUCATION
SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT
60 WESTON STREET
HUNTINGTON STATION, NEW YORK 11746**

INSTRUCTIONS TO BIDDERS

1. Bidders are invited to bid on the work described in the Bid Documents. The bid must be on the Bid Proposal Form included in these Bid Documents and must be made in accordance with these instructions. Bidders must be thoroughly familiar with the work to be performed.
2. Carefully inspect all general and special provisions in the bid documents.
3. Complete all forms. Be sure to sign in ink in all required places.
4. **One (1) original and two (2) copies of the Bid proposal must be submitted.**
5. All materials submitted to the District pursuant to this bid shall become the property of the District and will not be returned to the bidder. The bidder is responsible for making its own copies of any or all parts of this document for its file.
6. Bid proposals must be presented in a sealed envelope addressed to:

**Sheila Buhse, Purchasing Agent
South Huntington Union Free School District
60 Weston Street
Huntington Station, New York 11746**

Bid No. 23-01B: South Huntington Union Free School District Armed Guard Services

7. Bids will be received **until 11:00 a.m. prevailing time on Tuesday, October 18, 2022** at the Purchasing Office, 60 Weston Street, Huntington Station, New York 11746 by the Purchasing Agent or a designated representative. The bid opening will occur immediately thereafter in the District Leadership Conference Room. There will be no discussion of the proposals at the time of the bid opening. Bids shall be submitted in a sealed envelope. The Bid number shall be clearly written on the front of the envelope. Bidder's bid security shall be placed in a separate sealed envelope inside the bid envelope.
8. All questions, requests for clarification or information about the bid specifications or any question related to the bid must be submitted in writing no later than 4:30 p.m. on October 7, 2022. All questions or requests for clarification or information should be submitted to: **Sheila Buhse, Purchasing Agent**, South Huntington Union Free School District, 60 Weston Street, Huntington Station, New York 11746 by fax at 631-812-3018 or by email at sbuhse@shufsd.org. It is the bidder's responsibility to ensure that the question(s) submitted have been received by the question deadline.

9. No interpretation of the meaning of the specification or other Contract document will be made to any bidder orally. Notice of any and all interpretations and any supplemental instructions will be sent to all bidders of record by the District or its designee in the form of addenda to the specifications. All addenda so issued will be sent by certified mail, return receipt requested, or by fax with receipt acknowledged and shall become a part of the Contract documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligations under his/her bid submitted.

10. No proposal will be considered unless it is received and in hand on the specified date and at the specified time and address at which proposals are to be opened. Any bidder submitting proposals by mail or private delivery service must assume the risk of any delay in the mail or handling of bids by employees of the U.S. Postal Service, private delivery service or the District. All proposals received after the designated date and time will be refused and returned unopened.

11. A pre-bid meeting and walk through of the site will be conducted at 9:30 a.m. on October 4, 2022 at the above-referenced address and location. All bidders are urged to attend. Bidders who do not inspect the site shall be nevertheless responsible for such information as might have been obtained from a reasonable site inspection.

12. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the work, supplies, materials, or equipment required and a representation that the bidder can furnish the work, supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

13. Any seeming inconsistency between provisions of the bid specifications or contract, or upon any point requiring explanation, must be inquired about by the bidder in writing, as least forty-eight (48) hours prior to the time and date set forth for the opening of the proposals. Any bidder shall be precluded from asserting any inconsistency after said time.

14. Bids shall remain open for a period of forty-five (45) days following the date of the bid opening. Bidders agree that the prices submitted will remain firm for an additional forty-five (45) days thereafter, unless the District receives written notice to the contrary.

15. The Board of Education reserves the right to reject any and all bids and to waive any informalities in any bid. The District reserves the right to make an award on an item by item, group of items, or total award basis whichever is in the best interest of the District.

16. As required by the specifications, bidders must use the attached bid proposal form indicating the cost of providing labor and materials necessary to provide the armed security guard services needed pursuant to this contract. Proposals submitted on any form other than the bid form are not acceptable and will be rejected. Illegible or vague bids will be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.

17. All bidders shall insert their bid price in the appropriate place on the bid proposal sheet next to any items they wish to bid on. The price inserted must be net and must include all labor and associated charges.

18. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures and in case of discrepancy between the two, the written amount will govern. Failure to complete the Bid Form in its entirety may result in the bid being deemed not responsive.

19. If two (2) or more bidders submit identical bids as to price, the decision of the Board to award a Contract to one (1) such bidder shall be final. No proposal shall be considered nor will any contract be awarded to any bidder in arrears to the District upon any debt or contract or who is a defaulter as surety or otherwise upon any obligation to the District, or who is deemed irresponsible or unreliable by the District.

20. **A bidder shall not make any stipulations on the Bid Form or qualify its bid in any way.** No bid will be considered which purports to qualify, limit, amend or omit any requirement of the Bidding Documents. No alteration, erasure or addition is to be made to the typewritten matter. Any deviations from the conditions and specifications will constitute sufficient grounds for rejection of the bid. No oral, telegraphic or telephonic proposals or modifications will be considered. The School District shall have the right to reject bids that contain conditions, omissions, exceptions or modifications.

21. A bid shall include the legal name of bidder and a statement whether the bidder is a sole proprietor, a partnership, a corporation or any other legal entity, and shall be signed by the person or persons legally authorized to bind the bidder to a contract. All required signatures shall be handwritten in ink with the full name of the person executing same. Initials, stamps, photocopies or other copies or company names may not be used in lieu of any required signature. A bid by a corporation shall also give the state of incorporation and have the corporate seal affixed on the signature pages of each Form of Proposal. A bid by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the bidder.

22. Sales to school districts are not affected by any fair trade agreements. (General Business Law).

23. No charge will be allowed for Federal, State or municipal sales and excise taxes since the District is **EXEMPT** from such taxes. The price bid shall be net and shall not include the amount of any tax. The successful bidder shall be fully responsible for any and all applicable taxes for the work and/or services performed under the contract.

24. **PROPRIETARY INFORMATION:** All information included in any bid proposal becomes public information including any and all information that is proprietary in nature. The District shall be held harmless from any claims arising from the release of proprietary information.

25. **BROCHURES:** Bids shall include adequate brochures, latest printed specifications and advertising literature, describing the products offered in such fashion as to permit ready comparison with our specifications on any item-by-item basis where applicable. Web site information may be included for specific products or services being offered.

26. Any and all agreements required to perform this contract must be submitted as part of bidder's proposal. Any agreements are subject to modification by District counsel and approval by the Board of Education. No agreements will be executed if their terms contradict the terms and conditions of this bid.

27. It is the bidder's responsibility to familiarize themselves with the actual work and the locations where such work is to be performed prior to bidding. Submission of a bid shall constitute acknowledgement that the bidder has satisfied this requirement. Failure to do so will not relieve the bidder from any requirements and/or obligations incurred as a result of his/her bid.

28. **PREVAILING WAGE:** New York State law requires the payment of prevailing wages for the work to be performed hereunder. The successful contractor must comply with all New York State Labor Laws, including but not limited to, prevailing wage rate requirements. The prevailing wage rate schedule for the work described and required herein is attached hereto. The bidders shall be responsible for paying the prevailing wage rate applicable for the work described in these bid documents for the time period associated with the contract term in accordance with the prevailing wage rate schedules issued by the New York State Department of Labor for said time period.

29. As per Article 8 and 9 of the New York State Labor Laws, wages paid for the performance of this contract shall not be less than those listed as minimum by the New York State Commissioner of Labor for the occupants listed. As per Article 8, Section 220, New York State Labor Law, every bidder and sub-bidder shall submit to the Department of Jurisdiction (South Huntington Union Free School District), within thirty (30) days after issuance of its first payroll, and every thirty (30) days thereafter, a transcript of the original payroll record, as provided by Article 8, subscribed and affirmed as true under penalties of perjury. The South Huntington Union Free School District shall be required to receive and maintain such payroll records.

30. The District will endeavor to make an award within forty-five (45) days of the date of the bid opening and all bids shall remain firm during that time frame. The District further reserves the right to make an award following this period to any bidder who has not provided written notice to the District that its bid has been withdrawn in accordance with section 103 of the General Municipal Law.

31. Award will be made to the bidder, as will best promote the public interest, taking into consideration factors including but not limited to the reliability of the bidder.

32. The Board of Education shall award a contract to the bidder submitting the lowest bid for provision of the services requested herein, as is in the best interest of the District.

33. The District reserves the right to reject all bids; to reject any bid in whole or in part; to waive technical defects, qualifications, irregularities, and omissions if in its judgment the best interests of the District will be served; and to reject bids.

34. The placing in the mail of a notice of award to the successful bidder, to the address given in the bid, will be considered sufficient notice of acceptance of the bid.

35. The awarded vendor must comply with all New York State Labor Laws.

36. Each and every provision of law and clause required by law to be inserted herein and the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through a mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

CONDITIONS OF THE CONTRACT

1. Each and every provision of the Instructions to Bidders is incorporated by reference herein as if fully restated herein.
2. The contract shall commence upon award and remain in effect through June 30, 2023, unless earlier terminated as provided for herein. The Board of Education reserves the right to renew this agreement for additional one year periods not to exceed five (5) years upon the same terms and conditions. The prices contained in the successful bidder's bid proposal shall prevail and remain in effect for the entire term of the contract or any renewal period, unless lower prices are offered to other clients in similar circumstances. In the event that the successful bidder offers lower pricing to other clients in similar circumstances, the successful bidder shall provide the lower prices to the District.
3. Bidders shall have been engaged in the business of providing armed security guard services as described in the specifications. Bidders shall provide the District with documentation evidencing the following: (1) successful performance and provision of armed security services; (2) resources (i.e., sufficient financial support, equipment, supervision, training and organization) available internally to provide the armed security guard services as described herein within mandated time frames; and (3) an established satisfactory record of performance for a period of five (5) years or more. Bids that fail to include this information may be rejected. Bidder may be required to furnish a description of its experience with contracts of comparative size, complexity, and cost, together with documentary evidence showing that said contracts were completed to the Owner's satisfaction and were completed in a timely fashion.
4. The successful bidder shall not assign or subcontract any part of this contract to a subcontractor without the prior written approval of the District.
5. Bidders' offices must be staffed by competent company representatives who can be contacted twenty-four (24) hours a day and are authorized to handle any and all matters pertaining to or arising from the contract resulting from this bid solicitation.
6. All bids received after the time stated in the Notice to Bidders will not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the School District. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his/her proposal deposited on time at the place specified. **HOWEVER, THE BOARD OF EDUCATION RESERVES THE RIGHT TO WAIVE WHAT IT DEEMS TO BE INFORMALITIES RELATING TO A SPECIFIC BID PROPOSAL, TO REJECT ANY AND ALL PROPOSALS, TO RE-ADVERTISE AND INVITE NEW BID PROPOSALS, OR TO ACCEPT THE WHOLE OR A PART OF A BID PROPOSAL, OR TO ACCEPT PARTS OF BID PROPOSALS FROM MORE THAN ONE BID PROPOSER AS IN THE BOARD'S JUDGMENT, IS IN THE BEST INTEREST OF THE SCHOOL DISTRICT.**
7. It is mutually agreed that no contract becomes binding until the necessary funds have been approved for the school year(s) during which the contract is in effect and contract or contracts have been approved by the Board of Education.

8. The bid specifications including the Notice to Bidders, Instructions to Bidders, Non-Collusive Bidding Certificate, General Conditions, Bid Specifications, the successful bidder's bid response and the South Huntington Union Free School District Purchase Order shall form the agreement between the successful bidder and the District. Accordingly, the documents specified above shall constitute a binding contract. This contract shall be non-exclusive. Upon award, the successful bidder shall execute a formal agreement with the School District as contained herein.

9. **LIQUIDATED DAMAGES:** In addition to the remedies set forth elsewhere in the contract documents:

- a. If the successful bidder fails to perform the services specified in this contract and/or fails to meet the criteria of the specifications, the successful bidder shall, in place of actual damages, pay to the District liquidated damages of \$125.00 per calendar day for each day that the services are not performed.
- b. If the District terminates this contract in whole or in part, for bidder's failure to deliver or perform as required by this contract, the successful bidder shall be liable for liquidated damages accruing until the District reasonably obtains performance of the services.
- c. The successful bidder will not be charged with liquidated damages when there is a delay in performance that is beyond the control and without the fault or negligence of the successful bidder. The District shall have the sole discretion to determine whether the delay in delivery or performance is excusable.

10. **TERMINATION:**

a. **For cause.**

- i. The District may, by written notice of default to the successful bidder, terminate this contract in whole or in part, effective **immediately**, if the successful bidder:
 1. fails to perform the services specified in the contract and/or meet the criteria of the specifications;
 2. fails to perform any of the other provisions of this contract.
- ii. If the District terminates this contract in whole or in part, it may acquire, under the terms and in the manner the District considers appropriate, services similar to those terminated, and the successful bidder will be liable to the District for the costs of those services. However, the successful bidder shall continue the portion of work not terminated.
- iii. The rights and remedies of the District in this clause are in addition to any other rights and remedies provided by law and/or equity and/or under this contract.

1. Cancellation of a contract for any reason may result in removal of the successful bidder's name from mailing list for future proposals for an indeterminate period.
2. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract, to any other person, company, or corporation, without the previous written consent of the District.

b. **For convenience.**

- i. The School District may at any time, at will and without cause, terminate any part or all of the Contractor's services for any reason whatsoever by giving seven (7) days' written notice to Contractor, specifying the portion of the Contractor's work to be terminated and the effective date of termination.

11. **INDEMNIFICATION:** The successful bidder shall indemnify and save the District harmless from any and all claims, liabilities, losses and causes of action which may arise as a result of the successful bidder's performance or failure to perform its contractual obligations as outlined in these Bid specifications. The successful bidder shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits in the name of the District when applicable, and shall pay all costs and judgments, which may issue thereon. The successful bidder agrees to protect, defend, indemnify and hold harmless the District and its officers and employees from any and all claims and damages of every kind and nature made, or incurred by or on behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, omissions, work or other activity done by the successful bidder, its employees, subcontractors or any independent contractor working under the direction of either the successful bidder or any approved subcontractor in the performance of this contract. The awarded bidder will be required to issue a certificate of insurance naming the South Huntington Union Free School District as additional insured with the appropriate coverage as specified herein.

12. **INSURANCE:** Insurance coverage as required by the District shall be provided by an insurance company licensed as an "admitted carrier" by the New York State Insurance Department. Thirty (30) days' notice of cancellation, non-renewal or reduction of coverage is required. The insuring company shall not be released from liability or obligation for its failure to notify the South Huntington Union Free School District. The insurance coverage shall protect the successful bidder and the School District from claims for which the successful bidder may be liable. A copy of the successful bidder's insurance certificate naming the District as an additional insured shall be furnished to the School District upon award of the contract. Please refer to the Insurance Requirements section of this document.

13. **PERFORMANCE SECURITY:** The successful bidder to whom an award is made shall duly execute and deliver a Performance Bond to the District in an amount of 10% of the bid amount for the contract term and any renewal term. The bond shall be delivered to the District's

Business Office within ten (10) calendar days after a written Notice of Award is given to the successful bidder. If the successful bidder fails to deliver the bond within this specified time frame, including any extensions which may be granted by the District, the District shall declare the successful bidder in default of the contractual terms and conditions and the successful bidder shall forfeit its Bid Bond. In lieu of a Performance Bond, the District will accept a cash bond in the form of a certified cashier's check made payable to the South Huntington Union Free School District.

14. **REPRESENTATIONS:** The successful bidder warrants that it is duly licensed and authorized to provide and deliver armed security guard services as described herein. The successful bidder further warrants that it will provide the District with licensed and qualified individuals to perform the work contemplated by this agreement.

15. The successful bidder and all its employees shall possess and maintain in full force current licenses and permits as are required by law in connection with the services required herein. The successful bidder shall comply with all laws, rules, regulations and ordinances applicable to the services to be provided hereunder.

16. All work performed shall be performed in accordance with applicable law and best industry practice. The successful bidder shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times when the individual is on-site providing services to the District. It is understood and agreed that while on the District's property, the successful bidder, its employees and/or agents shall obey all of the District's rules and regulations and must follow all reasonable directives of the District's administrators and employees.

17. The successful bidder(s) shall be responsible for all personnel in its employ. At no time shall any employees create a nuisance, interfere with District students and/or employees or destroy school property. The successful bidder's employees shall not enter unauthorized areas. The District reserves the right to remove and/or request the removal of any employee of the Contractor with or without cause.

18. In compliance with the Board of Education's approved Drug and Alcohol Free Workplace Policy, the successful bidder shall be aware that the possession, use, transmittal, manufacture, purchase or sale of illegal drugs, controlled substances, drug paraphernalia, designer drugs, alcoholic beverages or the use of tobacco products in any place or vehicle under school jurisdiction is strictly prohibited. All successful bidders shall ensure that its employees understand and comply with said policy and requirements.

19. The successful Bidder(s) shall repair or replace, to the satisfaction of the School District, any and all damage done to buildings, grounds and containers as a result of his negligence or as a result arising from an accident involving its employees and/or vehicles.

20. The successful bidder understands and agrees that it will comply with all applicable New York State Labor Laws including the payment of prevailing wage rates and the submission of certified payroll as provided for in the New York State Labor Law, section 220 et. seq. No payments will be made if certified payroll has not been submitted to the School District.

21. As per Article 8 and 9 of the New York State Labor Laws, wages paid for the performance of this contract shall not be less than those listed as minimum by the New York State Commissioner of Labor for the occupants listed. As per Article 8, Section 220, New York State Labor Law, every bidder and sub-bidder shall submit to the Department of Jurisdiction (South Huntington Union Free School District), within thirty (30) days after issuance of its first payroll, and every thirty (30) days thereafter, a transcript of the original payroll record, as provided by Article 8, subscribed and affirmed as true under penalties of perjury. The South Huntington Union Free School District shall be required to receive and maintain such payroll records.

22. The successful bidder will adhere to all applicable health and safety laws, rules and regulations including the Occupational Safety and Health Administration ("OSHA") Rules and Regulations. In the event that hazardous material or any hazardous condition is discovered, the successful bidder shall notify the District, and have the right to suspend all work until such hazards are removed or corrected. In the event that the hazardous material was introduced or the hazardous condition was caused by the successful bidder, its agents or employees, the successful bidder agrees to pay the cost of the removal, remediation, or correction.

23. The successful bidder shall comply with the "State Occupational Safety and Health Act" (SOSHA) and the "Toxic Substances Act" (Right to Know Act) with respect to all operations or activities on any of the properties owned or leased by the School District. Chapter 551 of the Laws of 1980 defined **TOXIC SUBSTANCE** as "any substance listed in the latest edition of the National Institute for Occupational and Health's REGISTRY OF TOXIC EFFECTS OF CHEMICAL SUBSTANCES, or has yielded positive evidence of acute or chronic health hazards in human, animal or other biological testing." Such information is required to be on file with each employer. Article 28, Section 875 subdivision 4, required that "any manufacturer, importer, procedure, or formulator of any toxic substance shipped, transported or sole for any use within the state must provide upon request certain information." In order for us to have this information on file, bidders are required to submit one form OSHA-20, for each product included in the bid to which this law will apply.

24. The successful bidder and all of its subcontractors shall comply with all pertinent provisions of Federal and State law against discrimination in employment practices.

25. The successful bidder shall comply with all laws, rules, regulations and ordinances of the State of New York, County of Suffolk, and all local laws, with special attention to New York Labor Laws, Environmental Conservation laws and all applicable town/village/city codes together with any rules and/or regulations promulgated thereunder.

26. If any person when called to testify before a Grand Jury, Head of a State Department, Temporary Commission or other State Agency, the Organized Crime Task Force in the Department of Law, Head of a Municipal Department, or other Municipal Agency which is empowered to compel attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the State of New York, or any political subdivision thereof, a public authority, or with any public department, agency or office of the State or political subdivision thereof, refuses to answer any relevant question concerning such transaction or contract even though offered appropriate immunity, then any such person or firm, partnership or corporation of which he or she is a member, partner, director or officer shall

be disqualified for a period of five (5) years after such refusal from submitting bids to, receiving awards from, or entering into any contracts with the District or any department or agency or official thereof. Further, on the same grounds this agreement may be terminated by the District without the District incurring any penalty or damages by virtue of such cancellation or termination.

27. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company or corporation, without the previous written consent of the District.

INSURANCE REQUIREMENTS

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the District as an additional insured on the contractor's insurance policies, with the exception of workers' compensation and N.Y. State disability insurance.

The policy naming the district as an additional insured shall:

- Be an insurance policy from an A.M. Best rated "secured" or better insurer, authorized to conduct business in New York State. A New York licensed insurer is preferred. The decision to accept specific insurers lies exclusively with the district.
- State that the organization's coverage shall be primary and non-contributory coverage for the district, its Board, employees and volunteers.
- The district shall be listed as an additional insured by using endorsement CG 2026 or equivalent.
- A completed copy of the endorsement must be attached to the certificate of insurance.
- The certificate of insurance must describe the specific services provided by the contractor (e.g., security services) that are covered by the commercial general liability policy and the umbrella policy.
- At the District's request, the contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the contractor will provide a copy of the policy endorsements and forms.

The contractor agrees to indemnify the district for any applicable deductibles and self-insured retentions.

Required Insurance:

- **Commercial General Liability Insurance**
\$2,000,000 per occurrence/ \$2,000,000 general and products/completed operations aggregates. The policy shall include coverage for assault and battery. 1,000,000 Personal and Advertising Injury limit, including coverage for defamation, false arrest, detention and imprisonment. The policy shall include coverage for all security-related services rendered to the district by the contractor, including but not limited to armed security guards. Sexual misconduct shall also be included.

If coverage for armed security guard services is not provided in the Commercial General Liability policy, it must be included in a separate Security Professional Liability policy.

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

- **Workers' Compensation, Employers Liability and NYS Disability Insurance**
Statutory Workers' Compensation, Employers' Liability Insurance and NYS Disability 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.
- **Excess/Umbrella Insurance**
\$3,000,000 each occurrence and aggregate; \$10,000 SIR
\$5,000,000 each occurrence and aggregate; \$10,000 SIR
\$10,000,000 each occurrence and aggregate; \$10,000 SIR
Excess coverage shall be on a follow-form basis.
- **Bid and Performance Bonds**
If required, these bonds shall be provided by a New York State admitted Surety Company, in good standing.

Contractor acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District. The contractor 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 contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the District but also the District's insurer.

The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.

TECHNICAL SPECIFICATIONS AND CONDITIONS

1. The School District is seeking sealed bid proposals for the provision of labor, equipment and services necessary to deliver uniformed, armed security guard services at the following District locations as more fully described herein: James Kaden Administration Office, Walt Whitman High School, Stimson Middle School, Silas Wood Sixth Grade Center, Birchwood Intermediate School, Maplewood Intermediate School, Oakwood Primary Center, and Countrywood Primary School.
2. The successful bidder shall provide armed guards to provide security services to the School District. The Contractor shall protect the buildings, grounds, and occupants from unlawful entry that could result in bodily harm.
3. The School District anticipates that guards assigned to the School District pursuant to this Agreement will be positioned outside the school building. Notwithstanding, the School District reserves the right to change the locations or positions of the assigned guards' positions inside or outside the school buildings. Guards positioned outside the school buildings shall be in vehicles provided by the successful bidder. Placement/positioning of the successful bidder's vehicles shall be at the discretion of the School District and subject to the prior, written approval of the School District.
4. Such services shall be provided to the School District at each of its buildings during routine business hours of the School District (generally, 7:00 a.m. to 4:00 p.m.), Monday through Friday during the term of the agreement and any renewal thereof. The hours set forth herein are subject to change as needed and approved by the District administration. Notwithstanding the foregoing, uniformed armed security guards shall be on school grounds prior to the arrival of students to the respective school building. The successful bidder shall, to the extent possible, assign the same guards to each school building on a continuous basis so as to promote familiarity with the District and staff and continuity of service. Security guard coverage must be continuous and adequate during lunch breaks and other rest periods of assigned guards. The successful bidder shall assign additional armed security guards to cover such breaks so as not to diminish the services provided to the School District.
5. The School District anticipates that one uniformed, armed security guard will be required at each designated location. Walt Whitman High School will have two (2) uniformed, armed security guards.
6. The successful bidder shall be required to provide uniformed, armed security guards during all authorized School District events regardless of whether they are scheduled outside the normal school day, week or year.
7. The successful Bidder must have sufficient staff to cover the needs of the District. No travel time will be paid. Payments will be made only for services actually rendered to the School District.
8. Smoking will not be permitted anywhere on the School Grounds.

9. The Contractor's employees performing the services shall wear appropriate uniforms as selected by the Contractor and approved by the School District.

10. Armed security guards must carry Company issued cellular devices and a two-way radio or other means of mobile communication to establish and maintain communication with the successful bidder's supervisory staff or management and the School District. The School District may, in its discretion, provide a two-way radio for use while performing services for the School District for such purposes.

11. The Contractor shall ensure that its employees do not fraternize with students, and warrants by entering into this Contract that its employees are to be expressly prohibited from such activity.

12. Unless directed in writing by the District to do otherwise, the Contractor shall ensure that any incident, such as fire or damage caused by weather or other circumstances, is immediately reported to the appropriate public authority, i.e., the police or fire department, for appropriate response. The Contractor shall also ensure that every reasonable effort is made to sound any mechanical, electronic or other alarm in such a building, and that every effort is made to alert supervisory or other persons in such building to any dangerous condition. The Contractor shall also report to the appropriate public authority the acts of persons deemed by the Contractor to be dangerous, suspicious or a menace to residents, visitors, employees, or occupants of any of the buildings and its surroundings.

13. The Contractor shall immediately provide written reports of any such events to the District, through the Business Official and/or Supervisor of Safety and Security. The Contractor shall also be required to attend District meetings, as requested by the School District, concerning the security services provided hereunder or specific security related incidents.

14. Immediately upon reporting for duty, the Contractor's personnel performing the Work shall sign the Log Book, read all entries since such employee's previous shift, become acquainted with all problems and incidents that may have occurred in such time period, and confer with the supervisor to ascertain whether any special instructions apply to the upcoming shift.

15. In addition to the above, the Contractor shall provide to the District a verbal report of any incident that occurs on any shift by the close of that shift. Such report shall also be issued in writing on the Contractor's letterhead, and sent to the Business Official and/or Supervisor of Safety and Security.

16. The Contractor shall make available, at any administrative, civil and/or criminal proceedings as may become necessary, as witnesses on behalf of the District, any employee participating in or observing an incident. In the event such services are required, the Contractor shall be entitled to a modification for the time such employee appears as a witness, at the hourly rate set forth in the Specifications for testimony.

17. The successful bidder shall supervise and direct the delivery of services, using the successful bidder's best skill and attention. The successful bidder shall coordinate its security

guard services with the District representatives and shall, at all times, adhere to the School District's overall security strategy for the coordination of its internal and external security measures to ensure the health and safety of the School District's students, staff and visitors.

18. The successful bidder shall be responsible to the District for acts and omissions of the Contractor's employees, agents, and any entity or other persons performing portions of the services.

19. The Contractor shall not employ unfit persons, and shall, at its own expense, conduct pre-employment background checks of all personnel to be utilized during the term of this Contract including fingerprinting. Such background checks must include, but are not limited to, investigation of criminal records, previous employment, social security number verification, review of Department of Motor Vehicles records, and drug screening. The security service business and all security guards assigned to the school, must be cleared by the New York Education Department pursuant to the SAVE legislation. No security guard will be assigned to the District without such clearance that must be provided to the District by the Contractor. The bidder shall pay the cost of this clearance and all associated costs.

20. The successful bidder shall undertake routine drug screening for all armed security guards assigned to the School District.

21. The specific individual(s) assigned to the District must be identified each year and a copy of his/her professional biography, including all prior work experiences must be submitted along with proof of satisfactory completion of all training requirements and proof of registration. Any additional documentation requested by the School District shall be provided by the successful bidder. The Contractor shall, prior to using an employee for the first time to perform the Work, provide to the District a registration card and evidence that such employee has successfully completed the training requirements of Article 7A of the General Business Law of the State of New York. The School District reserves the right to verify licensing and registration information submitted in response to this bid solicitation and during the term of the resultant contract.

22. Each individual to be assigned to the School District is subject to the approval by the Superintendent of Schools. The District shall have the right in its sole discretion to reject any of the Contractor's employees in the best interests of the District, and to bar such employee from any District facility. Any replacement employee to be used by the Contractor shall be subject to the District's prior approval. As the Contractor is obligated to provide all labor necessary to perform the Work, the District's rejection of any such employee shall not affect the Contractor's obligation or provide grounds for any Modification.

23. Upon request by the District, the Contractor shall supply for review, without charge, a file for each employee that will be performing any Work pursuant to this Contract. At a minimum, such file will include the application for employment, training records, eight (8) sixteen-hour New York State mandated training certificates, copy of the Security Guard Training Certificate. (Training shall meet the New York State Department of State Security Guard Act Requirements), copy of the guard's birth certificate or Employment Eligibility form I-9, or a valid New York State Department of Motor Vehicle Driver's license, a copy of the results of all pre-employment

background checks, a copy of the employee's New York State Security Guard License, and evidence of registration with New York State. The District shall handle such information confidentially to the extent required by law.

24. The successful bidder shall provide for all personnel administration of its employees assigned to the School District's location. The Contractor shall assign personnel to the School District's location in full compliance with applicable equal opportunity and civil rights law. Upon reasonable written notice, the School District shall have the right to request that any of Contractor's employees whom it finds to be unacceptable be removed from its location. However, in no event will such a request by the School District be made for reasons that would violate applicable law.

25. The successful bidder shall ensure that all of its employees are appropriately licensed. *The successful bidder shall comply with the requirements set forth in the qualifications of bidders.*

26. The successful bidder shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to the School District.

27. The successful proposer will be required to meet the requirements of the Security Guard Act of 1992 (New York General Business Law Articles 7 and 7A).

28. All guards assigned to the School District to fulfill this contract shall be licensed by the State of New York to carry a firearm. Such license shall remain current and in effect at all times during the term of this Agreement. Proof of licensure shall be furnished to the School District as provided for herein and any subsequent renewal of the Agreement. The School District reserves the right to request proof of licensing at any time in its sole discretion. In the event that the armed security guard's license is revoked or canceled, written notice shall be immediately given to the School District. Cancellation or revocation of license, failure to maintain a valid license or registration or provide proof of a valid license or registration shall be grounds for immediate termination of this Agreement.

29. The armed guards shall complete the requisite firearms training necessary for safe maintenance, operation, and use of a firearm as required by applicable law including N.Y. Penal Law Article 35 and General Business Law and best practice. Such training shall be refreshed at least annually; and as often as required by law or best practice/highest industry standard, whichever is more frequent. Proof of training completion shall be furnished to the School District as required herein. Within five (5) days of completion of any additional training by any of the armed security guards, the successful bidder shall provide certificates of completion of training. Failure to complete firearms training as required shall be grounds for immediate termination of this Agreement.

30. The successful bidder must provide a minimum of a quarterly firearms training sessions for employees assigned to the School District.

31. The successful bidder must provide a minimum of bi-annual active shooter tactical training to its employees assigned to the School District.

32. Any firearm utilized in connection with this Agreement is subject to inspection and approval by the School District or its designee. All firearms shall be maintained in good working order at all times. Ammunition shall be unexpired and appropriate for the firearm for which it is purchased and for use on school grounds. All ammunition is subject to inspection and approval by the School District or its designee. The School District will designate the caliber of the firearm and ammunition that will be permitted for use when on District grounds.

33. The successful bidder shall at all times be responsible for the firearms, ammunition, licensing, training and maintenance costs and activities associated with the services to be provided hereunder.

34. Armed security guard personnel shall:

- Be at least 21 years of age
- Be a high school graduate or possess a general equivalency diploma, unless such requirement is waived by the District in writing
- Be able to speak, read and write the English language to communicate verbally and/or prepare reports
- Be in good physical condition to perform the essential duties of the position
- Possess current or prior military and/or law enforcement experience (e.g. special tactical units, military police, special forces, etc.)

35. The successful bidder and personnel assigned to each location must be familiar with the building level safety plans and assist in the response to related emergencies coordinated with the School District Central Administration, respective school principal, other staff, medical and law enforcement personnel, the fire department and/or the Director of Facilities. The successful bidder must provide experienced oversight and supervision. **All information shared regarding the building level safety plans and other emergency response protocols shall remain strictly confidential and shall not be disclosed to third parties.**

36. The successful bidder must also be an equal opportunity employer with a security staff experienced in working with a diverse student population.

37. The Contractor is responsible for its compliance with all Federal, State and Local laws, edicts or ordinances including, but not limited to, New York General Business Law Articles 7 (Guard & Patrol Agencies) and 7A (Security Guard Act).

38. The Contractor shall comply with all Federal, State and Local laws, rules, regulations and ordinances prohibiting discrimination in employment. Failure to so comply will be grounds for cancellation and termination of the Contract by the District without penalty or damages because of said cancellation or termination. Only the actual cost of work performed prior to such cancellation or termination shall be paid to the Contractor.

39. The successful bidder, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. The successful bidder, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as otherwise provided for herein. The successful bidder further agrees that any information received by it, its employees, and/or agents during the course of the services provided which concerns the personal, financial, or other affairs of the School District, its employees, agents, clients, and/or students will be treated by the Contractor, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations. The terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

40. The successful bidder shall be responsible to ensure that these conditions are adhered to at all times during the term of this Agreement. The successful bidder shall complete the enclosed attestation each year of the contract and any renewal thereof.

41. The successful bidder shall submit an invoice for services rendered on a monthly basis, and payment to the Contractor shall be made within thirty (30) days from receipt of invoice from Contractor. The invoice shall include time logs and attendance, types of services rendered and fees payable. Certified payroll shall be submitted together with such invoice.

42. The successful bidder shall be responsible for all costs and expenses incurred by it that are incident to the performance of services for the School District, including, but not limited to, all vehicles, or other equipment necessary to perform the services to be provided by the Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. The School District shall not be responsible for any expenses incurred by Contractor in performing services for the School District.

QUALIFICATIONS OF BIDDERS

Experience and Qualifications of the Bidder: Each bidder is required to submit the following documentation to demonstrate its experience and qualifications for the work of the Project for which a bid is submitted:

1. A description of its experience with work of comparative scope, size and cost, together with documentary evidence showing that said work was completed to the satisfaction of the entity for which such work was performed.
2. Documentation demonstrating that the bidder has been in the business of providing uniformed armed guard service for a minimum of five (5) years. Bidders must be in the business of providing uniformed armed guard service for a minimum of five (5) years in at least five (5) school districts.
3. Bidders must be able to demonstrate that it will provide the School District security personnel who have at least five (5) years of current or prior military and/or law enforcement experience (e.g. special tactical units, military police, special forces, etc.)

Prior experience as a security guard or comparable private sector service **does not satisfy the requirement of this section and will not be considered** as a substitute for the required background and experience of the staff to be supplied by the successful bidder to the School District.

4. Documentation evidencing that the bidder is a New York State Licensed and Bonded Security Guard Service authorized to provide private security services in this State.

Provide proof of licensure to do business in the State of New York as a private security guard firm/service. The District shall handle such information confidentially to the extent permitted by law.

5. Documentation that all bidder's employees have satisfied and remain in compliance with all firearms training courses and possess current and valid registration documents from the State of New York. For any individual to be assigned to the School District, provide New York State mandated training certificates, copies of the Security Guard Training Certificate (training shall meet the New York State Department of State Security Guard Act Requirements), copy of pre-employment background checks, criminal background checks and New York State Security Guard License and evidence of registration.
6. Documentation evidencing bidder's employee training programs including pre-assignment training, on-the-job training and annual continuing training.
7. Documentation from each of the bids the bidder has been awarded in the last five (5) years concerning the bidder's:

- (i) evidence that the work was performed to the customer's satisfaction;

- (ii) whether litigation and/or arbitration was commenced by either the customer or the bidder as a result of the work performed by the bidder;
- (iii) whether the bidder was defaulted by the owner.

8. Documentation showing that the bidder is capable of providing service on any day or time on an as needed basis.

9. Documentation evidencing the bidder's financial responsibility, including a certified financial statement prepared by a certified public accountant.

10. Documentation evidencing the bidder's existence under the same name for the last five (5) years.

In addition to the foregoing, provide a Vendor profile, which includes, but is not limited to, the following:

- Provide a brief description and history of your company.
- Indicate the number of years the company has been in business.
- Indicate the size of your company and number of service contracts.
- Discuss the ownership and organizational structure of your company and its support staff with an organizational chart for the team that would be assigned to the account along with key qualifications.
- Provide information to demonstrate that your firm has the ability to provide the uniformed armed security guard services required by the District.
- Discuss your firm's experience and qualifications on similar engagements.
- Provide a minimum of five (5) major account references from present customers, including company name, contact name, position or title, telephone number, fax number and/or email address. Emphasize accounts comparable in size and scope to the District.

Bidders must provide evidence of compliance with all of the foregoing at the time of bid submission.

The School District may make such investigation into the bidder's qualifications as it deems necessary to determine the responsibility of any bidder or to determine the ability of any bidder to perform the work. Such investigation shall include a review of the Bidder Qualifications Statement and such additional information as the School District may require. When requested by the School District, bidders shall furnish all information and data required by the School District within the time and in the form and manner requested by the School District.

Upon the School District's request, the lowest monetary bidder shall furnish, within three (3) working days after the bid opening, four (4) copies of the following information in writing:

- a. If applicable, updated evidence of the bidder's financial responsibility, including a certified financial statement prepared by a certified public accountant; and

- b. the insurance certificates required by the Bid Documents.

To the fullest extent permitted by law, the School District reserves the right to reject any bid if the evidence required and/or requested by the School District is not submitted or fails to satisfy the School District that the bidder is responsible, able and qualified to carry out the obligations of the Contract or to complete the Work as contemplated.

Rejection of Bids. The District reserves the right to reject any bid if the evidence submitted in the qualification statement or as determined by investigation of the bidder indicates, in the judgment of the District, that the bidder is not qualified to carry out the obligations of the contract and/or to perform the work described therein.

STATEMENT OF BIDDER'S QUALIFICATIONS

1. Name of Bidder

2. Type of Business Entity

3. If the bidder is a corporation, state the date and place of incorporation of the corporation.

4. For how many years has the bidder done business under its present name?

5. List the persons who are directors, officers, owners, managerial employees or partners in the bidder's business.

6a. Have any of the persons listed in Number 5 owned/operated/been shareholders in any other companies? If so, please state name of owned/operated/been shareholders and names of other companies:

6b. If the answer to number 6a is in the affirmative, list said persons and the names of their previous affiliations.

7. Has any director, officer, owner or managerial employee had any license or registration suspended or revoked? If the answer to this question is yes, list the name of the individual, the license or registration he/she formerly held, whether said license or registration was revoked or suspended and the date of the revocation or suspension.

8. During the three year period preceding the submission of this bid, has the bidder been found guilty of any OSHA Violations? If the answer to this question is yes, describe the nature of the OSHA violation, an explanation of remediation or other steps taken regarding such violation(s).

9. During the five year period preceding the submission of this bid, has the bidder been charged with any claims pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or natural origin and/or violations of an employee's civil rights or equal employment opportunities? If the answer to this question is yes, list the persons making such claim against the bidder, a description of the claim, the status of the claim, and what disposition (if any) has been made regarding such claim.

10. During the five year period preceding the submissions of this bid, has the bidder been named as a party in any lawsuit in an action involving a claim for personal injury or wrongful death arising from performance of work related to any contract or assignment in which it has been engaged? If the answer to this question is yes, list all such lawsuits, the index number associated with said suit and the status of the lawsuit at the time of the submission of this bid.

11. During the five year period preceding the submission of this bid, has the bidder been the subject of an investigation and/or proceedings before the Department of Labor for alleged violations of the Labor Law as it relates to the payment of prevailing wages and/or supplemental payment requirements? If the answer to this question is yes, please list each such instance of the commencement of a Department of Labor proceeding, for which contract such proceeding was commenced, and the status of the proceeding at the time of the submission of this bid.

12. During the five year period preceding the submission of this bid, has the bidder been the subject of an investigation and/or proceeding before any law enforcement agency, including, but not limited to any District Attorney's Office? If the answer to this question is yes, please list each such instance, the law enforcement agency, the nature of the proceeding, the contract for which such proceeding was commenced, if applicable to a project, and the status of the proceeding at the time of the submission of this bid.

13. During the five year period preceding the bidder's submission of this bid, has the bidder been the subject of proceedings involving allegations that it violated the Workers' Compensation Law including but not limited to the failure to provide proof of worker's compensation or disability coverage and/or any lapses thereof. If the answer to this question is yes, list each such instance of violation and the status of the claimed violation at the time of the submissions of this bid.

14. Has the bidder, its officers, directors, owner and/or managerial employees been convicted of a crime or been the subject of a criminal indictment during the five years preceding the submission of this bid? If the answer to this question is yes, list the name of the individual convicted or indicted, the charge against the individual and the date of disposition of the charge.

15. During the five year period preceding the bidder's submission of this bid, has the bidder been charged with and/or found guilty of any violations of federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations? If the answer to this question is yes, list the nature of the charge against the bidder, the date of the charge, and the status of the charge at the time of the submission of this bid.

16. Has the bidder bid on any contracts for the period September 1, 2010 to present? If the answer to this question is yes, list the contracts bid on, whether said bid was awarded to the bidder and the expected date of commencement of the work for said contract. For those contracts listed, if the bidder was not awarded the contract, state whether the bidder was the lowest monetary bidder.

17. Does the bidder have any ongoing contracts at the time of the submission of this bid? If the answer to this question is yes, list the contracts for which the bidder is currently working and the duration of said contract.

18. Has the bidder's contract ever been terminated by the Customer/Client? If the answer to this question is yes, list the contract on which the bidder was terminated, the nature of the termination (convenience, suspension, for cause), and the date of said termination.

Dated:

By: _____
(Signature)

(Print Name and Title)

Sworn to before me this
_____ day of _____, 20__.

Notary Public

INFORMATION SHEET

NAME OF COMPANY:

ADDRESS:

PHONE NUMBER:

DATE:

FAX NUMBER:

NAME OF BIDDER:

TITLE:

**CONFLICT OF INTEREST
AND
NON-COLLUSIVE CERTIFICATE**

CONFLICT OF INTEREST CERTIFICATION

That the said bidder is of lawful age and the only one interested in this bid proposal, and that no one other than said bidder has any interest herein.

That this bid proposal is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud.

That no member of the Board of Education of the South Huntington UFSD or any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education is directly or indirectly interested in this bid proposal or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.

That said bidder has carefully examined the instruction to bidders, term, conditions, and specifications prepared under the direction of the Board of Education, and will, if successful in this bid, furnish and deliver at the prices bid in its bid proposal and within the time stated, all materials, supplies, apparatus, goods, wares, merchandise, services or labor for which this bid proposal is made.

That the prices quoted are net and exclusive of all federal, state, and municipal sales and excise taxes.

Person, Firm or Corporation: _____

Authorized Signature: _____

Sworn to before me this _____ day of _____, 2022.

(NOTARY PUBLIC)

NON-COLLUSIVE CERTIFICATION

Firm Name: _____

Business Address: _____

Telephone Number: _____

I. General Bid/Proposal Certification

The Bidder certifies that he/she will furnish, at the prices herein quoted, the materials, equipment and/or services proposed on this bid/proposal.

II. Non-Collusive Certification

By submission of this bid the bidder certifies that he/she is complying with Section 103-d of the General Municipal Law as follows:

1) 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 bidder 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 the bidder certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of the bidder's 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 any 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 a bid for the purpose of restricting competition.
- B. A 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 cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. 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 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 a 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 proposed does not constitute, without more, a disclosure within the meaning of paragraph A above.

- C. Any bid hereafter made to any political sub-division of the State or any public department, agency or official thereof by a corporate proper 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 have been authorized by the board of directors of the proposer and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

(SEAL OF CORPORATION)
Corporate or Company Name

By: _____
Signature

Subscribed and sworn to before me
this _____ day of _____, 2022

Notary Public

IRAN DIVESTMENT ACT
CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), 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 bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the School District receive information that a Bidder/Contractor is in violation of the above-referenced certification, the School District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default. The School District reserves the right to reject any proposal or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Proposer/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and that neither the Bidder/ Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SWORN to before me this
_____ day of _____, 2022

Notary Public

**DECLARATION OF BIDDER'S INABILITY TO PROVIDE CERTIFICATION OF
COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

Bidders shall complete this form if they cannot certify that the bidder /contractor or any proposed subcontractor is not identified on the Prohibited Entities List. The District reserves the right to undertake any investigation into the information provided herein or to request additional information from the bidder.

Name of the Bidder: _____

Address of Bidder: _____

Has bidder been involved in investment activities in Iran? _____

Describe the type of activities including but not limited to the amounts and the nature of the investments (e.g. banking, energy, real estate) _____

If so, when did the first investment activity occur? _____

Have the investment activities ended? _____

If so, what was the date of the last investment activity? _____

If not, have the investment activities increased or expanded since April 12, 2012? _____

Has the bidder adopted, publicized, or implemented a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran? _____

If so, provide the date of the adoption of the plan by the bidder and proof of the adopted resolution, if any and a copy of the formal plan. _____

In detail, state the reasons why the bidder cannot provide the Certification of Compliance with the Iran Divestment Act below (additional pages may be attached):

I, _____ being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and the foregoing is true and accurate.

SIGNED
SWORN to before me this

_____ day of _____, 2022
Notary Public: _____

HOLD HARMLESS AGREEMENT
THIS FORM MUST BE SIGNED AND NOTARIZED AND SUBMITTED WITH BID

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE BIDDER AGREES TO HOLD HARMLESS AND INDEMNIFY THE SOUTH HUNTINGTON UNION SCHOOL DISTRICT, ITS BOARD OF EDUCATION, ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE SCHOOL DISTRICT FROM ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, OR DEMAND WHICH MAY ARISE OUT OF:

ANY INJURY TO PERSON OR PROPERTY SUSTAINED BY THE BIDDER, ITS AGENTS, SERVANTS, OR EMPLOYEES, OR ANY PERSON, FIRM, OR CORPORATION EMPLOYED DIRECTLY OR INDIRECTLY BY THEM UPON OR IN CONNECTION WITH THEIR PERFORMANCE UNDER THE CONTRACT. HOWEVER CAUSED, 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, 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 OR 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 SUCH LEGAL PROCEEDINGS THAT MAY BE BROUGHT AGAINST THE SCHOOL DISTRICT, THE BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE SCHOOL DISTRICT ON ANY CLAIM OR DEMAND HEREUNDER, AND SHALL SATISFY ANY JUDGMENT THAT MAY BE RENDERED AGAINST THE SCHOOL DISTRICT, THE BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE SCHOOL DISTRICT.

THIS INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS AGREEMENT SHALL APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, OR DEMAND, OR WHATEVER NAME OR NATURE ARISING OUT OF OR FROM THIS AGREEMENT, NOTWITHSTANDING THAT CONTRACTOR 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 CONTRACTOR.

Person, Firm or Corporation: _____

Authorized Signature: _____

Sworn to before me this

_____ day of _____, 2022

(NOTARY PUBLIC)

Sexual Harassment Prevention Certification Form

By submission of this bid proposal, the person signing on behalf of the bidder certifies, under penalty of perjury, that: the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace; the bidder provides annual sexual harassment prevention training to all of its employees; and that the principal(s) and all employees of the bidder have completed the sexual harassment prevention training in the last twelve (12) months. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Bidder Name: _____

Bidder Address: _____

Print Name and Title: _____

Signature: _____

Date: _____

Sworn to before me this _____

day of _____, 20____

Notary Public

BOARD OF EDUCATION
SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT
60 WESTON STREET
HUNTINGTON STATION, NEW YORK 11746

BID PROPOSAL FORM

Company: _____

Bidder Signature: _____

Printed Name: _____

Bidder Address: _____

The prices provided **must** include the cost for all items and services identified in the bid specifications, including, but not limited to, the requirements set forth in the Technical Specifications. Sums on the bid form must be expressed in both words and numbers and in case of discrepancy between the two, the written amount will govern.

The School District will award the armed security guard services contract to the lowest responsible bidder that provides the lowest cost to the School District for the armed security guard services for all locations combined in accordance with the requirements of the specifications; however, the School District reserves the right to award the contract by location or any combination of locations as set forth on the Bid Proposal Form.

The District makes no guarantees as to the amount of work that will be undertaken or purchased under this agreement. The number of days set forth in the specifications are an estimate only. The District reserves the right to reduce or increase the quantity of services or eliminate them or any portion of them entirely as may be required by the needs of the District and the allocated funds.

In the event that the amount of security service work is increased or decreased from that included on the bid proposal form, the Unit Price provided for in the Contractor's Bid Proposal Form will be the basis of compensation for such increases in the work, or where decreases in the work occur, the amount paid shall be reduced or if already paid, reimbursed to the School District in accordance with such costs.

It is expressly understood and agreed to by Contractor that it is within the District's sole discretion to order additional services and/or deduct services, and that Contractor has no expectation that such services will be ordered at all or in any particular amount.

All additional services shall be performed in accordance with the provisions of the Contract.

Pursuant to and in compliance with your Information for Bidders, the undersigned hereby offers to furnish all labor, supplies, equipment and other facilities and things necessary or proper for or incidental to the completion of the work as required by and in strict accordance with the applicable provisions of the Contract Documents, including the Technical Specifications, Conditions of the Contract, and any addenda to Bid Documents issued by the District prior to the opening date of bids.

BIDDER'S MUST COMPLETE THIS BID PROPOSAL FORM IN ITS ENTIRETY

Where indicated below, bidder shall provide pricing for each service item in figures and in words.

**For calculation purposes only, the bidder shall use 180 days as the estimated number of days that services will be provided for the 2022-2023 school year.*

"Regular school day" shall mean Monday through Friday, excluding school holidays as noted on the School District calendar. "Weekend day" shall mean Saturday and/or Sunday during the contract term. In the event that the Board of Education renews the Agreement, the District Calendar shall be utilized to calculate the number and type of days as defined above of days services will be required.

I. Cost of **One (1)** Armed Security Guard at **James Kaden Administration Office** as detailed in the bid specifications for the 2022-2023 school year:

\$ _____ (in figures)
_____ dollars (in words)

II. Cost of **One (1)** Armed Security Guard at **Stimson Middle School** as detailed in the bid specifications for the 2022-2023 school year:

\$ _____ (in figures)
_____ dollars (in words)

III. Cost of **One (1)** Armed Security Guard at **Silas Wood 6th Grade Center** as detailed in the bid specifications for the 2022-2023 school year:

\$ _____ (in figures)
_____ dollars (in words)

IV. Cost of **One (1)** Armed Security Guard at **Birchwood Intermediate School** as detailed in the bid specifications for the 2022-2023 school year:

\$ _____ (in figures)

_____ dollars (in words)

V. Cost of **One (1)** Armed Security Guard at **Maplewood Intermediate School** as detailed in the bid specifications for the 2022-2023 school year:

\$ _____ (in figures)

_____ dollars (in words)

VI. Cost of **One (1)** Armed Security Guard at **Oakwood Primary Center** as detailed in the bid specifications for the 2022-2023 school year:

\$ _____ (in figures)

_____ dollars (in words)

VII. Cost of **One (1)** Armed Security Guard at **Countrywood Primary Center** as detailed in the bid specifications for the 2022-2023 school year:

\$ _____ (in figures)

_____ dollars (in words)

VIII. Cost of **Two (2)** Armed Security Guard at **Walt Whitman High School** as detailed in the bid specifications for the 2022-2023 school year:

\$ _____ (in numbers)

_____ dollars (in words)

GRAND TOTAL

(Add Items I through VIII) \$ _____ (in numbers)

_____ dollars (in words)

The bidder certifies that he has familiarized himself with the specifications, has carefully read them, understands their contents and agrees to furnish the services as requested at the prices quoted herein.

Signature of Bidder: _____

Print Name: _____

Title: _____

Date: _____

Subscribed and sworn to before me this

____ day of _____, 20__

Notary Public

UNIT PRICES

In the event that the amount of security service work is increased or decreased from that included on the bid proposal form, the Unit Price provided for in the Contractor's Bid Proposal Form will be the basis of compensation for such increases in the Work, or where decreases in the work occur, the amount paid shall be reduced or if already paid, reimbursed to the School District in accordance with such costs.

"Regular school day" shall mean Monday through Friday, excluding school holidays as noted on the School District calendar. "Weekend day" shall mean Saturday and/or Sunday during the contract term. In the event that the Board of Education renews the Agreement, the District Calendar shall be utilized to calculate the number and type of days as defined above of days services will be required.

Unless otherwise provided, each unit cost below shall be per hour.

<u>ITEM</u>	<u>UNIT PRICE</u>
1. Straight Time Labor Rate (School Days from 6:00 a.m. to 6:00 p.m.).....	\$ _____ (per hour)
2. Nighttime Differential	\$ _____ (per hour)
3. Overtime Rate	\$ _____ (per hour)
4. Holiday Rate (Federal Holidays)	\$ _____ (per hour)

It is expressly understood and agreed to by Contractor that it is within the District's sole discretion to order additional services and/or deduct services, and that Contractor has no expectation that such services will be ordered at all or in any particular amount.

All additional services shall be performed in strict accordance with the provisions of the Contract.

The bidder certifies that he has familiarized himself with the specifications, has carefully read them, understands their contents and agrees to furnish the services as requested at the prices quoted herein.

Signature of Bidder: _____

Print Name: _____

Title: _____

Date: _____

Subscribed and sworn to before me this

____ day of _____, 20____

Notary Public

AGREEMENT as of the ___ day of _____ in the year of Two Thousand Twenty-Two

BETWEEN the School District:

**SOUTH HUNTINGTON UNION FREE
SCHOOL DISTRICT
60 Weston Street
Huntington Station, New York 11746**

and the Contractor:

**Form of Agreement for the South Huntington UFSD
2022-2023 School Year**

ARTICLE 1
THE CONTRACT DOCUMENTS

1.1 The Contract Documents consist of this Agreement, Notice to Bidders, Instructions to Bidders, Specifications including but not limited to the terms and conditions, attachments, and Bid Proposal Forms. These form the Contract, and are a part of the Contract as if attached to this Agreement or set forth in full herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

ARTICLE 2
THE WORK OF THIS CONTRACT

2.1 _____ shall execute the entire work described in the Contract Documents as requested by the School District and as necessary to produce the results intended by the Contract Documents.

ARTICLE 3
TERM OF THIS AGREEMENT

3.1 The date of commencement shall be in effect from the date of the award continuing through June 30, 2022, unless earlier terminated as set forth in the Bid Specifications attached hereto at Exhibit A and made a part hereof. The Board of Education reserves the right to renew this agreement for additional one-year periods not to exceed five (5) years upon the same terms and conditions subject to approval of the Board of Education, as set forth in the Bid Specifications.

ARTICLE 4
CONTRACT SUM

4.1 The School District shall pay the Bidder in accordance with the costs set forth on the Bid Proposal Form attached hereto and made a part hereof.

ARTICLE 5
PAYMENTS

5.1 The School District shall make payments on account of the Contract Sum to _____ as provided in the Bid Specifications.

ARTICLE 6
MISCELLANEOUS PROVISIONS

6.1 _____ represents and warrants the following to the School District (in addition to any other representations and warranties contained in the Contract Documents) as an inducement to the School District to execute this Agreement, which representations and warranties shall survive the execution, delivery and any renewal of this Agreement, any termination of this Agreement and the final completion of the work:

1. that it is financially solvent, able to pay all debts as they mature and possessed of sufficient working capital to complete the work and perform all obligations hereunder;

2. that it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the work and perform its obligations hereunder;

3. that it is authorized to do business in the State of New York and the United States and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Agreement;

4. that its execution of this Agreement and its performance thereof is within its duly authorized powers.

ARTICLE 7
TERMINATION OR SUSPENSION

7.1 This Agreement may be terminated by the School District as provided in the Bid Specifications.

7.2 In executing this Agreement, the parties acknowledge that they have the authority to enter into this Agreement, and that all necessary action has been taken to caused this Agreement to become legal, valid and binding.

7.3 This Agreement may be executed in counterparts, each of which when executed shall be deemed to be an original and all of which together shall constitute a single instrument binding upon the Parties, and facsimile or electronic signatures shall have the same force and effect as an original.

7.4 This Agreement may be delivered by facsimile or electronic transmission. The facsimile or electronic transmission of any signed original document or any retransmission of any signed facsimile or electronic transmission will be deemed the same as delivery of an original.

This Agreement is entered into as of the day and year first written above.

SOUTH HUNTINGTON UFSD

CONTRACTOR

By: _____

By: _____

EXHIBIT A

SUCCESSFUL CONTRACTOR'S ATTESTATION/ CERTIFICATION

_____ certifies that it has carefully read the terms of its Agreement with the South Huntington Union Free School District and affirms under the penalty of perjury that it is in full compliance with all licensing, staffing and other requirements of the Agreement as set forth therein and is providing the armed security guard services as required therein.

Signature of Bidder: _____

Print Name: _____

Date: _____

Seal (if Corporation)

Sworn to before me this _____ day of _____, 20__