

West York Area School District
1891 Loucks Rd., Suite 100
York, PA 17408

**Request for Proposals (RFP)
School Armed Security Guard
Services**

TO: Armed Security Guard Contractors

FROM: Mr. Ivan Quinones, Coordinator of Safety &
Security
Ms. Sheri Schlemmer, Chief Finance &
Operations Officer

SUBJECT: Request for Proposal for School Security Guard Services

DATE: June 23, 2022

The West York Area School District is accepting Request for Proposals (RFP's) for armed school security guard services at Wallace Elementary School (K-1), Lincolnway Elementary School (2-3), and Trimmer Elementary School (4-5). The district will award a two to three-year contract to a single provider for all requested services set for in this RFP.

The deadline to submit proposals is **1:00 PM**, prevailing time on **July 20, 2022**. Please ensure all requested information is included in your proposal. Questions or inquiries to this RFP should be e-mailed to Mr. Ivan Quinones, iaquinones@wyasd.org.

NOTE: Vendors requesting an RFP and / or submitting a proposal must provide their email address to Ivan Quinones & Sheri Schlemmer: iaquinones@wyasd.org and slschlemmer@wyasd.org An email group will be created and utilized for the purposes of answering questions, changes, and clarifications for all RFP related issues.

WEST YORK AREA SCHOOL DISTRICT ARMED SECURITY SERVICES REQUEST FOR PROPOSALS

The School Board of Directors of the West York Area School District requests proposals for the following specifications for security guard services subject to the following conditions:

1. PROPOSAL DUE DATE

Proposals will be received until **1:00 PM**, Prevailing time, **July 20,2022**, at the District Administrative Office, 1891 Loucks Rd. Suite 100, York, PA 17408. All proposals are to be valid through August 31, 2022.

2. LICENSURE

The Contractor shall be a licensed security company under the Private Detective Act of 1953, as amended, 22 P.S. §11, *et seq.*, authorized to do business in the Commonwealth of Pennsylvania.

3. BACKGROUND CHECKS

The security guards assigned by the Contractor shall be employees of the Contractor. All security guards assigned to the District at any time shall have on file:

- A certificate of completion for Basic School Resource Officer course by NASRO or an equivalent course of instruction approved by PCCD
- A certificate of completion for Basic First Aid and CPR including AED
- Criminal History Record information from the Pennsylvania State Police and a Federal (FBI) Criminal History Report pursuant to Section 1-111 of the Pennsylvania Public School Code, 24 P.S. §1-111
- Child Abuse History Clearance pursuant to the Child Protective Services Law, 23 Pa.C.S. §6344
- An employment history review pursuant to Section 1-111.1 of the Pennsylvania Public School Code, 24 P.S. §1-111.1
- All required training such as Act 235 or Act 120 necessary for performing the duties of an armed security guard.

All clearances should be dated within one year of placement in the District. A copy of said Act 34, Act 151, Act 114 forms, School Resource Officer certificate, Basic First Aid & CPR with AED certificates, firearms training and certifications, shall be provided to the District prior to the assignment of the guard at the District's premises.

4. INSURANCE

The Contractor shall maintain during the life of this Agreement all the insurance required by this section and shall submit certificates to the District for review and approval.

- a. **WORKERS' COMPENSATION INSURANCE:** The Contractor shall take out and maintain during the life of the agreement, Workers' Compensation and Employers' Liability Insurance for all of its employees assigned to the District with minimum coverage limits as specified by applicable law.
- b. **PUBLIC LIABILITY INSURANCE:** The Contractor shall take out and maintain during the life of the agreement Comprehensive Automobile and General Liability Insurance that provides protection

from claims, which may arise, from operations or performance under this Agreement. The amount of General Liability Insurance shall not be less than the following amounts:

Each Occurrence	\$1,000,000
Aggregate	\$3,000,000

c. The following endorsements must be indicated on the Certificate of Insurance issued to the District:

1. The District, its administrators, directors, officers, and employees are named as additional insured in the policy as to the work and services being performed under this agreement.
2. The policy shall cover liability for damages imposed by Law upon the District with respect to all operations under the Contract by the Contractor.
3. The coverage is Primary, and no other insurance carried by the District will be called upon to contribute to a loss under this coverage.
4. The policy covers blanket contractual liability.
5. The policy limit of liability is provided on an Occurrence basis. Claims-made coverage is not acceptable.
6. The policy covers Broad Form Property Damage.
7. The policy covers Personal injury as well as Bodily Injury.
8. The coverage shall not be canceled nor materially altered unless thirty (30) days written notice is given to the District.

5. INDEPENDENT CONTRACTOR

It is expressly agreed between the Contractor and the District that the Contractor will act as an independent contractor in the performance of its duties under this Contract and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. It is understood that the Contractor is an independent contractor and not an officer, agent or employee of the District while engaged in carrying out and complying with any of the terms and conditions of the Contract. Accordingly, Contractor shall meet all of its obligations and responsibilities for payment of all taxes including federal, state and local taxes arising out of Contractor's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, social security tax, unemployment insurance taxes, workers' compensation insurance and any other taxes or business license or permits fees as required. This Contract shall not be construed as authority for Contractor to act for the District or for the District to act for the Contractor in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other party, and no partnership or joint venture is created hereby between Contractor and the District. Neither the Contractor nor its employees or agents shall be entitled to participate in any plans, arrangements, or distributions by the District pertaining to or in connection with

any fringe, pension, bonus, profit sharing, or similar benefits, or any medical, dental, life or disability insurance plans. Further, the District will not withhold or pay any state, federal or local taxes, FICA, FUTA, insurance or workers' compensation insurance for Contractor or its employees, and Contractor will indemnify, defend and hold the District harmless for the payment of such sums, interest, penalties, or cost of collection of same, including reasonable attorney fees. No tenure or other rights/benefits typically arising out of an employee-employer relationship shall arise out of this Contract in favor of Contractor, its employees or agents.

SPECIFICATIONS/SECURITY GUARD SERVICES

6. ASSIGNMENT OF PERSONNEL

The Contractor shall provide personnel capable of satisfactorily performing their duties. Contractor shall be responsible for hiring, training, supervising, disciplining, directing and discharging all security guards assigned to the District. The District reserves the right to reject any security guard assigned to the District for reasonable cause as determined within the sole discretion of the District. The Contractor shall immediately discontinue the assignment of such a security guard to the District and provide an appropriate replacement. All personnel assigned to the District shall be mutually agreed upon.

7. UNIFORMS

All guards shall dress in clean and complete uniforms at all times while on duty for the District. Complete uniform shall include similar pants and shoes, a company issued shirt with logo or words SECURITY and an identification nametag. The District has the right to provide District issued shirts, as designated by the Coordinator of Safety & Security.

8. INDEMNIFICATION

The Contractor shall assume entire responsibility for any and all injury to persons and damage to property, and for any and all penalties, fines, and other damages imposed by governmental authorities arising out of the performance of the work under the security guard agreement. The Contractor expressly agrees to indemnify, defend, and hold the District, its directors, officers, employees and representatives free and harmless from and against any and all loss, liability, expense, claims, costs, suits, and damage (including attorneys' fees, court costs, penalties, fines and impositions) resulting from, arising out of or in any way related to the Contractor's operations and/or performance under or pursuant to this Agreement.

9. COVERED FACILITIES

The Contractor shall provide armed security guard services at District facilities as provided in **Appendix A**.

10. SCOPE OF SERVICES

The Contractor shall provide the following security guard services at the identified District facilities:

- a. School safety support services;
- b. Enhanced campus supervision;
- c. Assistance with disruptive students;

- d. Monitoring visitors on campus; and
- e. Coordination with law enforcement officials.

Specific duties and directives for the security guards at each facility shall be reduced to writing. Refer to Security Guard Duties, **Appendix B**.

11. WORK SCHEDULE

The Contractor shall schedule security guards who shall work in accordance with the schedule as provided by the District, consisting of 8 hour days, 182 student days or 1456 hours per school year, schedule to be determined by the Coordinator of Safety and Security.

12. CONTRACT TERM

The Contractor shall provide services for a period of time beginning on or about September 30, 2022 and ending June 30, 2024 unless a three-year contract is awarded, and the ending date shall be June 30, 2025.

13. TERMINATION

The District shall reserve the right to terminate the Agreement with the Contractor with or without cause upon thirty (30) days' written notice.

14. COMMUNICATION RADIOS

The District will provide two-way portable communication radios compatible with the District's radio frequency.

15. STUDENT DISCIPLINE

Contractor's security guards shall not have the authority to impose disciplinary action upon District students. Such authority to administer student discipline is fully and expressly reserved to the District. Upon the request of the District, security agents will attend student disciplinary hearings and magistrate hearings and provide testimony regarding student disciplinary incidents with which they were involved.

16. DISCRIMINATION PROHIBITED

Commonwealth Procurement Code. In accordance with Pennsylvania laws and regulations the Contractor agrees that in the hiring of employees for the performance of work under this Contract, Contractor, or any person acting on behalf of the Contractor, shall not by reason of gender, race, creed or color discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates. Contractor, or any person on its behalf, shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of gender, race, creed or color.

Pennsylvania Human Relations Act. The provisions of the Pennsylvania Human Relations Act, Act 222 prohibit discrimination because of race, religious creed, ancestry, age, sex, national origin, handicap or disability by employers, employment agencies, labor organizations, Contractor and others. The Contractor shall comply with the provisions of the act as amended.

17. PUBLIC SCHOOL CODE AND OTHER APPLICABLE LAWS

In all respects, the Contract, the parties and operations under the Contract are subject to the provisions of the Pennsylvania Public School Code and all other applicable laws, rules and regulations of Federal, State and local government.

While performing services on District premises, Contractor's armed security agents shall adhere to District policies, including those prohibiting sexual harassment, the use of tobacco, and the possession or use of alcohol and controlled substances.

18. GOVERNING LAW

The Contract shall be governed by the Laws of Pennsylvania.

19. SUCCESSORS AND ASSIGNS

District and Contractor, respectively, will bind themselves, their heirs, successors, assigns and legal representatives to the other party hereto with respect to all covenants, agreements and obligations in the Contract. The Contract may not be assigned without the written consent of the District.

20. REFERENCES

Please provide at least three (3) references, specifically contracts with public education facilities.

21. PROPOSAL IDENTIFICATION

All proposals should be submitted in a sealed envelope marked, "PROPOSAL FOR ARMED SECURITY SERVICES – Attn: Sheri Schlemmer, Chief Finance & Operations Officer." The vendor name must be clearly marked on the envelope.

22. SIGNATURE

An authorized representative of the vendor must sign the RFP signature page, the spreadsheet, and the pricing form in ink signifying agreement to all terms and conditions in the RFP. An agreement to be ratified by the School Board of Directors should also be enclosed.

23. AWARD OF THE CONTRACT AND BOARD RESERVATIONS

The recommended proposal will be presented for consideration by the School Board of Directors at its July 2022 meeting. The School Board of Directors reserves the right to accept or reject any or all proposals, or parts thereof, or items therein. The School Board of Directors reserves the right to waive any or all technicalities or informalities in the proposal process. The School Board of Directors reserves the right to engage in negotiations with one or more proposers after the receipt of proposals in response to this RFP, which may include the negotiation of terms that vary from or are in addition to those set forth in this RFP and/or the proposal(s).

APPENDIX A

SECURED PROPERTY

The Contractor shall provide armed security guard services at the following District facilities as directed:

**Wallace Elementary School
2065 High St.
York, PA 17408
1 agent**

**Lincolnway Elementary School
2625 W. Philadelphia St
York, PA 17404
1 agent**

**Trimmer Elementary School
1900 Brenda Rd.
York, PA 17408
1 agent**

Properties include all buildings and grounds located at property addresses. The buildings and grounds shall include but not be limited to Wallace Elementary School, Lincolnway Elementary School, Trimmer Elementary School, the parking lots and driveway areas, and other lawns and property.

It is agreed in the event that the District shall request armed security services at a location other than designated herein; all of the terms of the parties' agreement shall apply

APPENDIX B

ARMED SECURITY GUARD DUTIES

The role of the armed security guards at West York Area School District is to assist the building administration and faculty in the daily supervision of the school. The armed security guard's primary responsibility is to help facilitate a safe and orderly environment within the school setting and mitigate all dangers that could be brought upon the school setting. All incidents that relate to student misconduct will be reported to the appropriate principal or dean of students.

A. External Security

Report to Coordinator of Safety & Security or Principal

1. Report to school at the direction of the School Administration.
2. Monitor the parking lot throughout the day to ensure that the students are safely entering and exiting the school.
3. Check all the doors to make sure they are locked to protect students from unauthorized visitors.
4. Assist and direct parents when they pick up students for early dismissals.
5. Monitor and direct students and parents to the main office.
6. Help and direct visitors to the main office.
7. Monitor the playground area during outdoor activities.
8. Consult with the building administrators regarding traffic flow and signage.

B. Internal Security

1. Supervise the hallways and restrooms while the students are in class.
2. Escort students to and from the main office when necessary.
3. Assist the administration in locker searches if necessary.
4. Be visible and mobile throughout the building.
5. Assist in all fire drills and other building emergencies.
6. Be familiar with the student handbook and enforce all of the school rules.
7. Report all violations of school policy to the building principal.
8. Other appropriate security duties as assigned by building principals or designee.
9. Assist in reviewing the security system video.

C. Attire

A complete uniform should be worn by all guards while on duty. This shall include similar pants and shoes, a company issued shirt with logo and/or words SECURITY and an identification nametag. Uniforms and badges are provided by the selected contractor. A District ID badge will be issued at the District's expense. A Contractor issued ballistic vest and duty weapon will be provided. The District has the right to provide District issued shirts, as designated by the Coordinator of Safety & Security.

APPENDIX C

**WEST YORK AREA SCHOOL DISTRICT SECURITY
ARMED SECURITY GUARD SERVICE RFP**

Cost Summary

**List hourly rates for Armed Security Guard Service as
specified: 2 Year Contract (2022-2024)**

Rate	2022 - 2023	2023-2024
Rate 1 – Security Guard	\$	
Rate 2 – Event Security Guard (after school hours)	\$	

3 Year Contract (2022 – 2025)

Rate	2022 – 2023	2023 – 2024	2024 – 2025
Rate 1 – Security Guard	\$	\$	\$
Rate 2 – Event Security Guard (after school hours)	\$	\$	\$

Note: If quoting on other than specified, please send a detailed explanation.

WEST YORK AREA SCHOOL DISTRICT

1891 Loucks Rd. Suite 100

York, PA 17408

(717)792-2796

FAX (717)764-7910

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

I state that I am _____ (Name and title)
of _____ (Name of Firm) and that I am authorized to make this affidavit on behalf
of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s)
and the amount of this proposal.

I state that:

1. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer or potential proposer.
2. Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of proposals.
3. No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
4. The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
5. _____ (Name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ (Name of firm) understands and acknowledges that the above representatives are material and important, and will be relied on by West York Area School District in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the West York Area School District of the true facts relating to the submission of proposals for this contract.

Name and Company Position

SWORN TO AND SUBSCRIBED
BEFORE ME THE ____ DAY
OF _____, 20 ____

Notary Public

My commission expires

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this RFP. According to the Pennsylvania Antibribe Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with proposals.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the proposer who makes the final decision on prices and the amount quoted in the proposal.
3. Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the proposer with responsibilities for the preparation, approval or submission of the proposal.
4. In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary proposal" as used in the Affidavit has the meaning commonly associated with the term in the competitive procurement process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any other form of proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the proposal.