

MCKEESPORT AREA SCHOOL DISTRICT

3590 O'NIEL BLVD
MCKEESPORT, PA 15132

District Contact: R. Scott Domowicz, Board Secretary

REQUEST FOR PROPOSAL

The McKeesport Area School District invites qualified Vendors to submit proposals for

School Security Guards

SUBMISSION OF PROPOSALS

The Vendor shall submit three (3) signed copies (1 original, 2 photocopies) of the completed proposal in a sealed envelope clearly marked "Unarmed School Security Guards RFP".

Proposals are due by 10:00 a.m. – December 2, 2022

Mail or deliver proposal to the following address:

McKeesport Area School District
Attention: R. Scott Domowicz, Board Secretary
3590 O'Neil Blvd
McKeesport, PA 15132

RFP TIME SCHEDULE

Following review, the Board/ Administration will interview potential candidates and a contract may be awarded by the Board at the next regularly scheduled meeting. The Board of School Directors reserves the right to reject all proposals and/or delay a decision until a time of its choosing.

Scope of Proposal:

The McKeesport Area School District ("District") is requesting proposals from qualified Vendors to provide three (10) Unarmed School Security Guards on an annual basis who will provide protective

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services to students and staff, and take direction from the District Police Chief and the District Business Manager.

It is the intent of the McKeesport Area School District to award a 30-month contract to the best fit/qualified respondents, to provide unarmed security guard at each of its four (4) schools (McKeesport High School, Founder's Hall, Francis McClure and Twin Rivers) ten (10) annual unarmed security guards in total during the school year. The District may add guards at its discretion and may request from time to time extra guards when needed.

The initial contract will begin on or about January 1, 2023, through June 30, 2025. Subsequent contract years will run from July 1 through June 30 of the following year. The District is interested in pricing for up to five (5) years, but anticipates awarding the contract(s) two (2) year at a time.

All proposals must be received no later than 10:00 am local time on December 2, 2022.

Vendors selected for interview will be invited for an interview.

Any questions regarding this RFP should be directed via email to the Business Manager/Board Secretary, R. Scott Domowicz, at sdomowicz@mckasd.net.

All Respondents shall submit three (3) signed copies (1 original, 2 photocopies) of the completed proposal in a sealed envelope clearly marked "Unarmed School Security Guards RFP" and be at 3590 O'Neil Blvd., McKeesport, PA 15132 by December 2, 2022, at 10:00 a.m., no exceptions. Proposals will be opened publicly at that time.

We require that the Respondents are clear on what is included in their proposal and what items are omitted from their proposal. The Board will not be required to make an award for these professional services on the basis of the lowest proposal in dollars and reserves the right to reject any and all proposals and/or to modify the terms of the proposals to best serve the interests of the District. In the event such modifications are unacceptable to the Respondents, they shall be released from any obligation to the District.

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GUARDS**

1. DUE DATE

All proposals must be received no later than 10:00 am local time on December 2, 2022. All proposals are to be valid for a period of ninety (90) calendar days from December 2, 2022.

2. PROPOSAL IDENTIFICATION

Each Respondent shall submit three (3) signed copies (1 original, 2 photocopies) of the completed proposal in a sealed envelope clearly marked "Unarmed School Security Guards RFP" to the District Office located at 3590 O'Neil Blvd, McKeesport, PA 15132 on or before the due date above.

3. PROPOSAL FORMAT

All proposals must be submitted in the proper format and shall include all required information. Proposals submitted on other than the proper format will not be considered.

4. SIGNATURE

An authorized representative must sign each proposal.

5. PRICE - NO ESCALATOR CLAUSE

Prices quoted herein shall not be withdrawn for 90 days from the date of the opening of proposals.

6. DETERMINATION OF AWARD

We intend to award the contract based on the best interests of the District. We determine best interests using the following criteria (in no set order):

- Ability to adequately staff the positions
- Cost
- Experience of the contractor - especially with other school districts, community partners, businesses
- Overall qualification and experience of the organization
- References

7. AWARD OF CONTRACT AND BOARD RESERVATIONS

The tentative date for the contract to be awarded is at the December 7, 2022 District Board of Directors' Meeting. The Board reserves the right to reject any or all proposals in part or in total. The Board reserves the right to waive any or all irregularities, and to negotiate with any Vendor as necessary.

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8. TERM OF CONTRACT AND PARTIES INVOLVED

The District intends to enter into an initial 30-month contract Beginning January 1, 2023 through June 30, 2025 with one entity who will provide the best level of service for four (4) Schools within the District. The contract will be renewable with the agreement of both parties upon expiration of the initial 30-month term. Subsequent contract renewal years will be for a 12-month period and will run from July 1, through June 30, of the following year. Contracts will be awarded directly to the entity involved for the specific services to be provided.

9. INDEPENDENT CONTRACTOR

The Unarmed School Security Guards will not be employees of the District.

10. BACKGROUND CHECKS

The individual selected for the Unarmed School Security Guard positions must have all required background checks (within 5 years), which include the following – State Police Clearance (Act 34), Child Abuse Clearance (Act 151), FBI Fingerprinting (Act 114) and Arrest/ Conviction Report (Act 24), Employment History Review (Act 168), as well as a negative TB test (within 90 days). All clearances must be turned into the District’s Business Manager prior to beginning service to the District. Should any School Security Guard have any of their clearances revoked, the Vendor shall be responsible for replacing them immediately. Should Vendor learn that one of its employees placed at District no longer has valid clearances, or should District learn that one of the School Security Guards no longer has valid clearances, said School Security Guard shall be immediately removed from the District’s premises.

11. INSURANCE

Insurance. Contractor shall maintain in full force and effect the following insurance coverages with respect to Services provided, in the following coverage amounts: (i) Professional liability and/or Law Enforcement Legal liability insurance covering Services provided by Contractor or its subcontractors, agents, officers or employees in connection with their performance under this Agreement in the amount of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate; and (ii) Commercial General Liability insurance which shall include ongoing and completed operations in the amount of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate; and (iii) Workers’ Compensation Insurance in compliance with the provisions of applicable laws, with limits of \$100,000 Bodily Injury by Accident, each accident, \$100,000 Bodily Injury by Disease, each employee, \$500,000 Bodily Injury by Disease, policy limit, for all of Contractor’s employees to be engaged in performing the Services. In the case any Services are subcontracted, Contractor shall require the subcontractor to provide the same coverages and endorsement language required of Contractor. Contractor will name McKeesport Area School District as additional insureds on all required insurance coverage

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(excluding Workers Compensation). All rights of subrogation under these policies must be waived against said additional insureds. Each policy of

insurance will be issued by a company legally qualified to issue such insurance in the Commonwealth of Pennsylvania, will carry a rating of A-VIII or better as determined by the A.M. Best Company (or an equivalent rating from a similar or successor organization) and will be primary and not contributory to any insurance held by or otherwise available to Contractor. Each policy will provide that it will not be canceled or materially amended except after 30 days' prior notice to McKeesport Area School District (provided, Contractor may instead deliver such notice on its own) and that it will not be invalidated by any act or negligence of Contractor or any party acting with or on behalf of Contractor. Contractor shall provide to McKeesport Area School District, upon execution of this Agreement or in any case not less than five days prior to beginning the provision of Services hereunder, a certificate of insurance evidencing all such coverages. Failure to maintain insurance required and/or failure of the Client to obtain Certificates of Insurance referenced in this section shall not constitute a waiver of Contractor's obligations to maintain insurance coverage noted. By requiring the insurance set forth in this section, McKeesport Area School District does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liabilities under the indemnities to McKeesport Area School District in this Agreement.

Indemnification. Contractor agrees to indemnify, defend, hold harmless and release McKeesport Area School District, (collectively, "Indemnified Parties") from and against all liabilities, damages, losses, fines, penalties, payments to insurers, costs and expenses (including attorneys' fees, court costs and disbursements) (collectively, "Losses") incurred by and/or awarded against Indemnified Parties in connection with any claims, actions, demands, suits, investigations or judgments (collectively, "Actions") arising out of or relating to Contractor's performance of or failure to perform the Services, including without limitation (i) any negligence, recklessness, bad faith or willful misconduct of Contractor or any persons or parties engaged by or acting on behalf of Contractor, (ii) Contractor's breach of this Agreement and/or (iii) any claim that Contractor's work product, deliverables, information, equipment or materials supplied by Contractor (including McKeesport Area School District's use thereof) infringes, violates or misappropriates the intellectual property or other rights of any third party; provided, however, that the foregoing indemnification, hold harmless and release obligations do not apply to any Losses finally determined by the adjudicator to have been caused by McKeesport Area School District's gross negligence or willful misconduct. McKeesport Area School District reserves the right to assume the defense and control of any Actions, and recover full reimbursement therefor, to the extent Contractor delays, rejects, neglects or conditions its defense obligations. For the avoidance of doubt, this Section 1.2 shall survive any expiration or termination of this Agreement.

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12. MONTHLY INVOICE

There will be a single, all-inclusive monthly bill for all costs associated with this RFP and any final awarded contract. The monthly invoice will be for services rendered to the district in the preceding month.

13. CHARACTERISTICS

The McKeesport Area School District has four (4) educational school buildings for which services will be directly contracted:

McKeesport High School
Founder's Hall Middle School
McClure Elementary School
Twin Rivers Elementary School

14. LOCATION OF SERVICES

The Unarmed School Security Guards will provide defined services to each of the District's School locations.

15. UNARMED SCHOOL SECURITY GUARD SERVICES

The Unarmed School Security Guards will be required to provide the following services to the school district.

- a. Perform routine safety and security duties at District facilities, including but not limited to surveying District buildings and grounds to identify unsafe conditions, possible security problems, or unauthorized persons.
- b. Communicate effectively and appropriately with students, staff, and school visitors.
- c. Patrol and monitor assigned areas of the school buildings, grounds, and parking lots to deter, detect, report, and stop violations of criminal law and/or school district policies.
- d. Assist administrators, District Police and local law enforcement officials in handling serious student offenses and criminal law violations.
- e. Establish and maintain a good rapport with students, staff, District and local Police Officers and community members.
- f. Notify administrative staff, police, fire department, or other appropriate authorities of security or emergency situations as applicable.

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- g. Detect, investigate, and address unauthorized or suspicious persons, vehicles, and activities.
- h. Assist administrators, staff, and emergency responders in crisis and emergency situations.
- i. Assist with the supervision and direction of student movement in both non-emergent and emergent situations (ex. fire alarm activation, emergent evacuation, etc.).
- j. Stress safety of students and staff at all times and be alert to dangerous or unusual situations.
- k. Maintain appropriate records (ex. incident reports) as applicable to duties.
- l. Complete assigned duties during school emergency drills.
- m. Assist the building staff through supervision and patrolling of special events and activities promoted by the District.
- n. Utilize technology (ex. CCTV, Access Control, Two-Way Radio) as appropriate to aid in daily security investigations and functions.
- o. Assist faculty and administrators, who are the leads, with controlling classroom disturbances or acts of defiance. Request assistance from District or local police when necessary.
- p. Support administrators who conduct searches in accordance with reasonable suspicions, but only assist as requested or authorized to do so.
- q. Abide by policy on confidentiality of information as it relates to all District students and employees.
- r. Ensure all equipment assigned is accounted for and kept in a serviceable condition.
- s. Assist the Coordinator of Safety and Student Attendance with training of new district staff.

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- t. Perform additional safety-related duties as determined by the Coordinator of Safety and Student Attendance.

16. UNARMED SCHOOL SECURITY GUARD REQUIREMENTS

Unarmed School Security Guards must be approved and certified by the Pennsylvania Commission on Crime and Delinquency, the PA Department of Education, and the Pennsylvania State Police to perform school security services as per Section 1315-C of Article XIII-C of the Public School Code of 1949. The District is also requiring the School Security Guards to be unarmed.

17. OFFICER DAYS AND TIMES

The Unarmed School Security Guards will provide services for 190 days during the contracted year. The days must include the 180 days the students are required to be in session and 10 other days at the discretion of the District and the Vendor.

The Unarmed School Security Guards will typically work 8 hours per day. School events may require flexible scheduling that could exceed 8 hours in one day or the change of the usual work day hours to fit those needs.

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18. CANCELLATION

Either party may cancel the agreement with 60 days' written notice.

19. PROPOSAL

A cost proposal should be submitted, on an annual cost basis.

20. PROPOSAL RESPONSE FORMAT - all cost proposals are non-binding

- a. Organization background and qualifications.
- b. Description of how the organization will secure training opportunities related to school safety, NASRO and adolescent mental health.
- c. Description of insurance coverage.
- d. Any other relevant information the organization may wish to highlight related to qualifications and experience.

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Proposal Certification

*** SUBMIT A COMPLETED COPY OF THIS PAGE WITH PROPOSAL ***

By signing this certification, the Vendor indicates an understanding of the requirements and acceptance of the terms and conditions of the bid.

Organization Name: _____

Certified by: _____
(signature) (date)

(printed name)

(title of representative)

(street address)

(city, state, zip)

(email) (phone) (fax)