



# QUEENS PUBLIC LIBRARY

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**RFP # 0721-4**

**Request for Proposals for  
Security Guard Services**

**Date: July 19, 2021**

**Revised: August 16, 2021**

**Proposals must be submitted by 3:00 PM  
via the provided Dropbox link:**

**<https://www.dropbox.com/request/GDtIRp615cdlgLF0eILC>**

**September 9, 2021**

**Procurement Department  
Queens Borough Public Library**

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The following documents are incorporated into this RFP-

Attachment 1- Forms

Attachment 2- Queens Borough Public Library General Terms and Conditions

Attachment 3- Local Law 34

The Queens Borough Public Library (the “Library”), hereby solicits proposals from experienced, qualified and licensed firms (hereinafter referred to as “Proposers”) in response to this Request for Proposals (“RFP”) to enter into a contract for uniform security guard services as further described throughout this RFP. The hours and locations described herein are subject to change at the Library’s sole discretion. In addition, at the Library’s sole discretion, locations may be added or deleted, and service hours may be increased or decreased at a given location at any time during the term of the contract. Please see Security Guard Schedule and Estimated Level of Effort section for further information. The Library intends to award a single contract for these services.

**I. CALENDAR OF EVENTS**

Issuance of RFP	July 19, 2021
Deadline for Questions	July 29, 2021
<b>Proposal Due Date</b>	<b>September 9, 2021</b>
Interviews, if performed	To be determined
Award/ and Notification to all Proposers	At the conclusion of the RFP process.

**II. CONTACT INFORMATION**

The Library’s designated contacts for this RFP, as of the date hereof, are Cristina Polychronopoulos, Procurement Coordinator, Xavier Cerda, Assistant Director of Procurement and William Funk, Director of Procurement. Questions regarding this RFP should be sent to: [RFPcontact@queenslibrary.org](mailto:RFPcontact@queenslibrary.org) on or before July 29, 2021. Responses to any questions received will be posted on the Library’s web site at <https://www.queenslibrary.org/about-us/procurement-opportunities> as they are received. No other communication of questions and answers will be made.

Proposals are to be uploaded to DropBox using this link:

<https://www.dropbox.com/request/GDtRp615cdlgLF0eLC>

The Library will not provide reimbursement for any costs or expenses incurred in connection with this RFP, including the costs of preparing and submitting a response, providing any additional information or attending an interview. All material that is submitted in response to this RFP will become the sole property of the Library. The Library expressly reserves the right to utilize any and all ideas submitted in the proposals received unless covered by legal patent or proprietary rights, any of which **must** be clearly indicated in the proposal submitted in response to the RFP.

Interviews and product demonstrations of the top-qualifying Proposers may be conducted at the Library's discretion on a specific day or days to be disclosed later in the RFP process. All top-qualifying Proposers will be notified of the exact interview date(s) in advance.

### **III. CONTRACT PERIOD**

The term of the awarded contract will be for a (3) three year period with (2) two one year options to renew at the Library's discretion. This agreement may be renewed for additional periods. The Library may terminate the contract at any time, in its sole discretion, upon written notice. The anticipated start date as the result of an award from this RFP is 12:00 AM on February 1, 2022 and shall expire at 12:00 midnight on February, 2027. The Library may adjust this start date for logistical, coordination and other reasons.

### **IV. BACKGROUND**

The Library is an independent not-for-profit corporation. It is one of the largest and most innovative libraries in the world and one of the three New York City library systems. The Library consists of a Central Library and other facilities located throughout the County of Queens in the State of New York. For a complete listing of current facilities, please visit the Library's webpage: <https://www.queenslibrary.org/about-us/locations/?view=all>

The Queens Borough Public Library ("the Library") serves 2.3 million Queens residents, with an extensive collection of books, reference materials, periodicals, government documents, video and audiocassettes, records, compact discs, DVDs, and photographs and maps. The Library has a computerized integrated circulation and catalog system, state-of-the-art computer equipment in all community libraries, and the ability to provide information through free Internet access and facsimile machines to the public. The Library offers a wide variety of reading, writing, and literacy programs, and functions as an integral part of the Queens community.

An integral component of the Library meeting the needs of the community is through its mobile library program. The Library has a fleet of mobile libraries and provides public service to Queens by bringing books, information, services and activities to community events and underserved neighborhoods.

The Library requires security guard services to enhance and support the Library's Investigations & Security Department ("ISD") and as provided in the scope of services below.

### **V. SCOPE OF WORK**

The Library requires a qualified and licensed vendor to perform uniform security guard services as specified herein. The hours and locations described herein are subject to change at the Library's sole discretion. In addition, at the Library's sole discretion, locations may be added or deleted, and service hours may be increased or decreased at a given location at any time during the term of the contract. Please see Security Guard Schedule and Estimated Level of Effort section for further information.

The Library requires approximately ~~two hundred and ninety eight (298)~~ seven hundred and ninety-nine (799) hours per week of uniform contract security guard service staffed in the following manner:

1. Five hundred (500) hours per week of uniform security guards performing duties at the Central Library.
2. One-hundred and sixty-eight (168) hours per week of uniform security performing console operator duties located at the Central Library 89-11 Merrick Boulevard, Jamaica, New York 11432.
3. One-hundred and four (104) hours per week of uniform security guards at the Flushing Branch at 41-17 Main Street, Flushing, New York 11355.
4. Additional security guard services for the specified locations or additional library branch locations as may be required on an as needed basis as determined by the Library and by the Library's Director of ISD or his/her designee.
5. Included in this solicitation are staffing schedules by location and by assignment which are subject to change as directed by the Library.
6. The Library also requires as needed security response to all of its locations for intrusion, fire alarms and exterior book drop alarm issues, between the hours of:

Monday = 0000X0900 HRS.  
 Tuesday =0000X0900 HRS.  
 Wednesday =0000X0900 HRS.  
 Thursday =0000X0900 HRS.  
 Friday 1900 HRS. to Saturday 0700 HRS.  
 Saturday 1800 HRS. Monday 0900 HRS.

7. The Library has the need for the following units:
  - a. Security Guard 24 X 7 Response Unit System Wide.

**Estimated Level of Effort**

The estimated level off effort as detailed below is subject to change at the Library's sole discretion. At the Library's sole discretion, locations may be added or deleted, and service hours may be increased or decreased at a given location at any time during the term of the contract. Response frequency will be determined by actual events and as determined and required by the Library.

1A. Uniform Unarmed Security Guard and 1B. Console Operator	Per Week Estimate- Hours	Annual Estimate- Hours
Central Library Security Guard number of hours estimate:	500	26,000

Central Library Security Console Operators number of hours estimate:	168	8,736
Flushing Library Security Guard number of hours estimate:	104	5,408
Contract security for Hunters Point - 2 part time	27	<u>1,404</u>
<u>Scheduled Estimate Total:</u>		<u>40,144</u>
<i>Special Events- As may be required by the Library- Annual Estimate:</i>		5,096
<b>Total Estimated Hours:</b>	<b>772,799</b>	<b>46,644</b>

<b>2. Security Guard 24 X 7 Intrusion Alarms And Fire Alarms Response Unit System Wide</b>	<b>Estimated Number of Annual Responses</b>
As may be required by the Library- estimated number of annual responses:	<b>20</b>

## Technical Specifications

1. The Successful Proposer must be legally entitled to do business in the City and State of New York.
2. The Successful Proposer must have a minimum of five (5) years of experience in business and currently operating under the New York State security guard and patrol license. Specifically, the Successful Proposer must be licensed pursuant to the Security Guard Act and any amendment thereto. All supervisors, Guards and relevant Proposers' personnel will be in complete compliance with the N.Y.S. Security Guard Act. At the Successful Proposer's expense, the Proposer is responsible to comply with any amendments to the N.Y.S. Security Guard Act and any requirements that may be required by law.
3. The Successful Proposer must be able to demonstrate past performance of security guard services with a similar size and scope as required under this bid. Such demonstrated past performance shall include at least three references that includes the name of the firm where service was performed, a contact name of the firm and the contact name's address, phone number and if available email address.
4. The Successful Proposer must have a 24x7 dispatch site and demonstrate its capability to meet the response needs of one hour as set forth in this bid document. The Successful Proposer's dispatch site must be open for inspection by the Library.
5. The Successful Proposer must have all of its security guards assigned to this contract be licensed New York State Guards and hold a certificate of Fire Watch Guard F01 issued by the New York City Fire Department. Any and all required trainings and certifications is to be at the Successful Proposer's expense.

6. All scheduled library posts covered by this bid must be manned by the Successful Proposer's employees in full uniform of the day, promptly on post at the start of the tour.
7. Coordination: The Successful Proposer shall provide a management representative to meet with the Vice President of Logistics and Security Management or his designee at least twice each month, at the mutual convenience of the Library and the Successful Proposer.
8. Identification Credentials: Access to the Library premises for the performance of the work hereunder may require the Successful Proposer's employees to have on their possession identification credentials which the Library will issue.
9. If any of the Successful Proposer's employees are no longer performing work under the terms of this contract, the Successful Proposer shall notify the Library's ISD representative immediately and return all identification credentials. If the credentials should be lost the Successful Proposer must pay to the Library the current replacement cost.
10. Successful Proposer agrees to furnish security personnel completely with all uniforms and necessary equipment.
11. Such uniformed security personnel will be employees of the Successful Proposer and the Successful Proposer will pay all salaries and expenses of, and all federal, social security taxes, federal and state unemployment taxes, and any similar taxes relating to such employees.
12. The Successful Proposer shall make every effort to assign its security personnel to library sites relative to the close proximity of the security personnel's residence.
13. The Successful Proposer's personnel shall make no arrests or detentions without the express consent or written instruction from the authorized Library representative unless otherwise specified in the written general or special orders. Security personnel shall not sign a complaint on behalf of the Library. Any request for a signed complaint by a law enforcement agency must be referred to the Library's authorized representative.
14. The Successful Proposer agrees to hire all security personnel with the clear understanding that they will be required to rotate shifts. Permanent shift assignments may not be made without the advance approval of the Library's authorized representative.
15. The Successful Proposer agrees to prepare and submit security personnel work shift schedules to the authorized Library representative at least five (5) working days before the effective date of implementation. Changes or substitutions in the work shift schedule will not be made without prior notification, subject to the review and approval by the Library, except in a bona fide emergency. The Successful Proposer also agrees that the Library shall, in its discretion, have the right to change the schedules of contractor security personnel at any time without penalty, upon reasonable notice to Successful Proposer.
16. The Successful Proposer shall not require its security personnel to work more than twelve continuous hours in one (1) shift and not more than sixty (60) hours in a scheduled week.

17. The Successful Proposer agrees that the Library will not pay overtime rate to fill a no show position or for holdover of security personnel because of lateness of relief of security personnel or for relief security personnel calling out on sick report or for emergency leave, or using vacation leave, or any other failure of the Successful Proposer in meeting its obligation of the signed contract. Any accrued overtime or premium pay shall become the obligation of the Successful Proposer to pay.
18. The Successful Proposer agrees that it is not the Library's responsibility to provide the Successful Proposer's security personnel meal reliefs. The Successful Proposer must provide meal relief for any of its employees working for the Library five (5) or more consecutive hours to be in compliance with Section 162 of the New York State Department of Labor Law. The Library does not pay for the time the Successful Proposer's employee is relieved from his or her post for meal relief with the exception of the second floor 24x7 security console.
19. Successful Proposer's security personnel will operate special equipment in the Security Control Center provided and maintained by the Library. The cost to repair any damage to such equipment beyond the scope of normal wear and usage will be the responsibility of the Successful Proposer and the next following invoice submitted will reflect a credit of such amount.
20. Without limiting responsibility of the Successful Proposer for the proper conduct of the security personnel and the protection of the specified property, the conduct of the security personnel are to be guided by a set of post orders established by the Successful Proposer and presented to the Library subject to its review.
21. The Successful Proposer will be responsible for conducting its own labor relations with any labor organization either representing or seeking representation among Proposer's employees and shall negotiate or seek to adjust all disputes that may arise. In turn, the Library agrees that, except as otherwise provided herein, the Successful Proposer may freely enter into any contract with any labor organization lawfully representing or seeking representation among Security Personnel performing duties described hereunder. No provision under such a contract or any existing contract shall obligate the Library to Successful Proposer's employees or to any union representing Proposer's employees on the termination of this bid proposal or at any other time. In the event that the Successful Proposer has knowledge that an actual or potential labor dispute prevents or threatens to prevent timely performance under this Agreement, an immediate notice, including all relevant information concerning the dispute, shall be sent to the authorized Library representative.
22. The Successful Proposer agrees to provide continuity of service and accepts the responsibility of providing service for the protection of site property, equipment, material, and personnel during any strike, threatened strike, work stoppage or other interference with normal site operations. Security personnel will continue to report to duty, remain at their posts until properly relieved and discharge their duties in the regular manner. In addition, Security Personnel will perform such other site protection duties as determined to be necessary and proper under the circumstances by the authorized Library representative. If the Proposer fails to provide continuity of service, then the Library may hire guards from another Proposer for the duration of the contingency situation. Any additional costs



incurred by the Library as a result of such action will be billed to and paid by the Successful Proposer.

23. Successful Proposer agrees that the site protection service provided by this agreement shall be performed by qualified, careful, and efficient employees of the Proposer in the strictest conformity with best practices, and in accordance with such standards as may be prescribed from time to time. The Proposer further agrees that, upon request, with or without cause, Proposer will remove from service hereunder any employee(s) who in the Library's sole and absolute discretion, may be guilty of improper conduct or is not qualified or needed to perform the work assigned. It is further agreed that the Proposer shall immediately replace any of its employees so removed if directed to do so.
24. The Successful Proposer shall acknowledge that the Library is exempt from all State and Local sales tax.
25. The Successful Proposer must present the Library an acceptable itemized invoice. Payments of any claim shall not preclude the Library from making an adjustment on any item found not to have been in accordance with the agreement.

## **Equipment**

The Library will supply one (1) set of master keys as needed for use by Successful Proposer's personnel. These keys are not to be duplicated by the Successful Proposer or its personnel. Should a set of keys be lost, the Successful Proposer agrees to reimburse the Library for the cost of rekeying all exterior locks, doors, gates, etc. to all Library facilities. Should it be shown that duplication of the keys provided has occurred, the Successful Proposer agrees to reimburse the Library at the rate of Two-Hundred (200) percent for the cost of rekeying all exterior locks, doors, gates, etc. to all Library facilities.

The Library will supply one (1) two-way portable radio with case for use by the Successful Proposer's personnel who stand post at Central and Flushing Libraries.

Successful Proposer will provide other required equipment and supplies including uniforms and maintain any and all equipment necessary to perform its duties under this agreement at no additional cost to the Library.

## **Physical Training and Performance Standards**

Acceptable Successful Proposer's security personnel for service at the Library will be governed by the following conditions and shall be trained by the Successful Proposer at its expense in the areas of:

1. Location of facility and its general layout.
2. Reporting procedures.
3. Appearance and conduct.
4. Telephone techniques.
5. Emergency procedures.
6. Report writing.
7. Fire prevention, control, detection and use of portable fire extinguishers

8. Access and ID control.
9. Laws of evidence.
10. Search and seizure.
11. Theft and pilferage.
12. Crowd control.
13. Communications.
14. Bombs and bomb threat procedures.
15. Perimeter and exterior protection.
16. CCTV and recording equipment operations.
17. Computer priority alarm central station and the processing of alarm signals.
18. Legal restrictions on arrest, use of force, and seizure.

Site specific training for Security Console Operator will take place during a period of two (2) weeks at the expense of the Successful Proposer:

7 Days: 8 hours each day, 8:00AM – 4:00PM on the job training with assigned contract security Console Operator.

4 Days: 8 hours each day, 4:00PM – 12:00AM on the job training with contract security console operator.

2 Days: 8 hours each day, 12:00AM – 8:00AM on the job training with contract security console operator.

1 Days: 8 hours each day, 8:00AM – 4:00PM practical exam by security supervisor.

All Console Operators must meet with the Library staff prior to the training period and must successfully complete and pass a practical exam before assuming duties as the Library Security Console Operator. In addition, all console operators must be approved by the Director of ISD or his/her designee after two weeks of training.

The Successful Proposer will perform the following on all contractors' security personnel that are to be assigned to the Library site:

1. Individuals proposed for assignment will have at least 6 months of prior satisfactory employment in a similar capacity; those proposed for supervisory service will have at least one year experience as a security supervisor.
2. Prior to acceptance, any person proposed for assignment must be interviewed by an authorized representative of the Library.
3. Action in (1) above will be in addition to such screening and investigation that was completed by the Successful Proposer, which must be reported to the Library.
4. Individuals proposed for assignment must be in good general health and able to perform normal or emergency duties requiring moderate to arduous physical exertion such as:
  - (a) Standing or walking for an entire shift.
  - (b) Climbing stairs and ladders.

- (c) Running for short distances.
  - (d) Self-defense.
  - (e) Able to lift at least 50 lbs. dead weight.
5. Drug testing consisting of a 10 panel test.
  6. Investigation of employment history from age 18 or past 5 years.
  7. High School diploma or general equivalency diploma required and verified.
  8. Must be United States citizen, possess a valid employment visa or provide such other evidence that they are eligible to work in accordance to Federal, State and local laws.
  9. Written/oral communication skills test proving ability to speak, read, write, and understand the English language.

### **Short Term Supplement Service**

In emergencies, additional guards, up to ten (10) in number are to be provided within four (4) hours notification, and further reasonable numbers of personnel as required within eight (8) hours thereafter. If the Library must fill this need from other sources because of non-responsiveness by the Successful Proposer, any costs in excess of that which would be due to the contractor if they failed to meet this condition, will be borne by the Successful Proposer.

### **Billing and Payment**

The Successful Proposer will furnish the Library a weekly summary of hours of service in a format acceptable to the Library. In addition, the Successful Proposer will invoice the Library weekly and will mail or deliver same to such office as the Library directs. The Library will review each invoice for accuracy and may require the successful Proposer to provide additional information or documentation.

As full compensation for the performance of its obligations with the Successful Proposer and with the presentation of a proper invoice, the Library will pay the Successful Proposer in accordance with the applicable bid Bill Rate.

### **Dispatching Guard Responses for Emergency Calls**

It shall be mandated by the Library that when the security officer assigned to the library's security console (located on the 2<sup>nd</sup> floor of the Central Library 89-11 Merrick Boulevard, Jamaica, New York 11432) receives an Intrusion Alarm Signal or Fire Alarm Signal, from any of its facilities, said officer assigned will notify the Successful Proposer's dispatcher security console to dispatch the Successful Proposer's RESPONSE UNIT, who must respond to the library facility in alarm one hour after notification from the Library Security Console Operator of the intrusion alarm call or fire alarm call.

The response unit shall respond to the site in alarm, enter the facility to inspect and determine the cause of the alarm. The responding officer will call the library's security console operator to inform the operator of the situation, then reset the alarm and secure the facility before exiting the facility.

The Successful Proposer shall complete the actions described above when the library's security console notifies the Successful Proposer's security console operator. The Library will only be responsible and obligated to the Successful Proposer for a billing rate of one hour for the response.

In the event there was an actual burglary and or the building cannot be properly secured to protect the library's assets and property and with the authorization of either the Director of ISD or the Assistant Director of ISD, the RESPONSE OFFICER will stand post until relieved by a library staff person. The response Officer standby time will be billed by the Successful Proposer at the determined response rate per hour.

### **Overtime Requirement**

Overtime pay of the Bill Rate must be authorized and approved by the Director of ISD or his/her designee when the need arises due to an emergency and in the event that security personnel is required by the Library to stand post beyond the end of their tour. In such circumstances the Successful Proposer shall invoice the Library 1.5 times the Bill Rate of the Uniform Unarmed Security Guard that is in effect and provide evidence that their assigned employee has been compensated 1.5 times their pay rate. If in the event there is a need by the Library for the Security Guard 24 X 7 Response Unit System Wide to stand post beyond the initial 1hour response, the Successful Proposer shall invoice the Library 1.5 times the Bill Rate of the Uniform Unarmed Security Guard that is in effect.

The library will not assume responsibility for any overtime billing if the overtime was due to the failure of the Contractor to fulfill its obligation to properly staff an assignment or post, or a contract guard, console operator, supervisor and security guard fails to report to duty on time to relieve security personnel or assigned security personnel fails to show for duty and Successful Proposer needs to bring personnel in on overtime pay in order to fill an assignment or the Successful Proposer fails to properly back fill said positions on time which results in overtime pay.

### **Insurance Requirements**

Proposer must be able to meet insurance requirements listed below during the contract period.

#### **1. Agreement to Insure**

The Contractor shall not commence performing services under this Agreement unless and until all insurance required by this Article is in effect, and shall ensure continuous insurance coverage in the manner, form, and limits required by this Article throughout the term of the Agreement.

#### **2. Commercial General Liability Insurance**

- A. The Contractor shall maintain Commercial General Liability Insurance covering the Contractor as Named Insured and the Queens Borough Public Library and its Trustees as an Additional Insured in the amount of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall protect the Library, its trustees, and the Contractor from claims for property damage and/or bodily injury, including death that may arise from any of the operations under this Agreement. Coverage under this insurance shall be at least as broad as that provided by the most recently issued Insurance Services Office ("ISO") Form CG 0001, and shall be "occurrence" based rather than "claims-made."

CGL Limits / Coverages:

- (1) Each Occurrence Limit: \$1,000,000
- (2) General Aggregate: \$10,000,000
- (3) Products / Completed Operations Aggregate: \$2,000,000
- (4) Personal / Advertising Injury Liability: \$1,000,000
- (5) Fire Damage Legal Liability: \$ 100,000
- (6) Medical Expense: \$ 5,000

Except as otherwise required by the Library, the General Aggregate shall apply separately to the subject matter or the project under this Agreement and the Insurer shall provide an appropriate subject matter or project endorsement, using the latest ISO Form CG 25 03 or its equivalent.

- B. Such Commercial General Liability Insurance shall name the Queens Borough Public Library and its Trustees as an Additional Insured with coverage at least as broad as the most recently issued ISO Form CG 20 10 or its equivalent.

3. Commercial Umbrella Liability

The Contractor shall maintain Commercial Umbrella Insurance (Umbrella) with no less than the following limits: \$2,000,000 each occurrence. Coverage should follow form under the Commercial General Liability and Auto Policies.

4. Professional Liability Insurance

- A. At the Library's direction, if professional services are provided pursuant to this Agreement, the Contractor shall maintain and submit evidence of Professional Liability Insurance appropriate to the type(s) of such services to be provided under this Agreement in the amount of at least One Million Dollars (\$1,000,000) per claim and Ten Million Dollars (\$10,000,000) aggregate. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Agreement arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor or anyone employed by the Contractor.
- B. All subcontractors of the Contractor providing professional services under this Agreement for which Professional Liability Insurance is reasonably commercially available shall also maintain such insurance in the amount of at least One Million Dollars (\$1,000,000) per claim, and the Contractor shall provide to the Library, at the time of the request for subcontractor approval, evidence of such Professional Liability Insurance on forms acceptable to the Library.
- C. Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

5. Workers' Compensation, Disability Benefits, and Employer's Liability Insurance

The Contractor shall maintain, and ensure that each subcontractor maintains, Workers' Compensation Insurance, Disability Benefits Insurance, and Employer's Liability Insurance in accordance with the Laws of the State on behalf of, or with regard to, all employees providing services under this Agreement.

6. Unemployment Insurance

To the extent required by Law, the Contractor shall provide Unemployment Insurance for its employees.

7. Business Automobile Liability Insurance

- A. If vehicles are used in the provision of services under this Agreement, then the Contractor shall maintain Business Automobile Liability insurance in the amount of at least One Million Dollars (\$1,000,000) each accident combined single limit for liability arising out of ownership, maintenance or use of any owned, non-owned, or hired vehicles to be used in connection with this Agreement. Coverage shall be at least as broad as the most recently issued ISO Form CA0001.
- B. If vehicles are used for transporting hazardous materials, the Business Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS-90.

8. General Requirements for Insurance Coverage and Policies

- A. All required insurance policies shall be maintained with companies that may lawfully issue the required policy in the State of New York and have an A.M. Best rating of at least A- / "VII" or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the Library.
- B. All insurance policies shall be primary (and non-contributing) to any insurance or self-insurance maintained by the Library.
- C. The Contractor shall be solely responsible for the payment of all premiums for all required insurance policies and all deductibles or self-insured retentions to which such policies are subject, whether or not the Library is an insured under the policy. The Library has the option to accept or reject the Deductibles or Self Insured Retentions ("SIRs"), or to impose additional security or other requirements, in view of the Library's preference that insurance policies utilized for the Library's projects have no Deductibles or SIRs.
- D. There shall be no self-insurance program with regard to any insurance required under this Article unless approved in writing by the Library. Any such self-insurance program shall provide the Library with all rights that would be provided by traditional insurance required under this Article, including but not limited to the defense obligations that insurers are required to undertake in liability policies.
- E. The Library's limits of coverage for all types of insurance required under this Article shall be the greater of (i) the minimum limits set forth in this Article or (ii) the limits provided

to the Contractor as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

9. Proof of Insurance

- A. For Workers' Compensation Insurance, Disability Benefits Insurance, and Employer's Liability Insurance, the Contractor shall file one of the following within ten (10) Days of award of this Agreement.
1. C-105.2 Certificate of Workers' Compensation Insurance;
  2. U-26.3 -- State Insurance Fund Certificate of Workers' Compensation Insurance;
  3. Request for WC/DB Exemption (Form CE-200);
  4. Equivalent or successor forms used by the New York State Workers' Compensation Board; or
  5. Other proof of insurance in a form acceptable to the Library.
- B. For each policy required under this Agreement, except for Workers' Compensation Insurance, Disability Benefits Insurance, Employer's Liability Insurance, and Unemployment Insurance, the Contractor shall file a Certificate of Insurance with the Library within ten (10) Days of award of this Agreement. All Certificates of Insurance shall be (a) in a form acceptable to the Library and certify the issuance and effectiveness of such policies of insurance, each with the specified minimum limits; and (b) accompanied by the endorsement in the Contractor's general liability policy by which the Library and its trustees have been made an additional insured pursuant to Section 7.02(B). All Certificate(s) of Insurance shall be accompanied by copies of all policies referenced in the Certificate of Insurance. If complete policies have not yet been issued, binders are acceptable, until such time as the complete policies have been issued, at which time such policies shall be submitted.
- C. Certificates of Insurance confirming renewals of insurance shall be submitted to the Library prior to the expiration date of coverage of policies required under this Article. Such Certificates of Insurance shall comply with the requirements of Section 7.08 (A) and Section 7.08(B), as applicable.
- D. The Contractor shall provide the Library with a copy of any policy or declarations pages required under this Article upon the demand for such policy by the Library within 20 days.
- E. Acceptance by the Library of a certificate or a policy does not excuse the Contractor from maintaining policies consistent with all provisions of this Article (and ensuring that subcontractors maintain such policies) or from any liability arising from its failure to do so. Failure of the Library to demand such certificates, policies, endorsements, or other evidence of full compliance with these insurance requirements, or failure of the Library to identify a deficiency from evidence that is provided, shall not constitute or be construed as a waiver of the Contractor's obligation to maintain such insurance.
- F. In the event the Contractor receives notice, from an insurance company or other person, that any insurance policy required under this Article shall expire or be cancelled or terminated for any reason, the Contractor shall immediately forward a copy of such notice to the Library, Attn: Risk Management Department, Queens Borough Public Library, 89-

11 Merrick Blvd. Jamaica, NY 11432, with a copy to Office of the General Counsel, Queens Borough Public Library, 89-11 Merrick Blvd. Jamaica, NY 11432.

- G. The Contractor shall provide a copy of the Library's Basic Insurance Requirements to its insurance producer(s) and insurance carrier(s).

#### 10. Miscellaneous

- A. Whenever notice of loss, damage, occurrence, accident, claim or suit is required under a general liability policy maintained in accordance with this Article, the Contractor shall provide the insurer with timely notice thereof on behalf of the Library. Such notice shall be given even where the Contractor may not have coverage under such policy (for example, where one of Contractor's employees was injured). Such notice shall expressly specify that "this notice is being given on behalf of the Queens Borough Public Library and its Trustees as Additional Insured" and contain the following information: the number of the insurance policy; the name of the named insured; the date and location of the damage, occurrence, or accident; the identity of the persons or things injured, damaged, or lost; and the title of the claim or suit, if applicable. The Contractor shall simultaneously send a copy of such notice to the Library, Attn: Risk Management Department, Queens Borough Public Library, 89-11 Merrick Blvd. Jamaica, NY 11432, with a copy to Office of the General Counsel, Queens Borough Public Library, 89-11 Merrick Blvd. Jamaica, NY 11432.

Notice to the Library shall specify the name of the Project, name of Library Representative or Designee, the identification number of the Agreement, the date of the incident, the location of the incident (street address and borough), the identity of the persons or things injured, damaged or lost, and the name of the insurance carrier that issued the commercial liability insurance policy pursuant to the Agreement.

If the Contractor fails to comply with the requirements of this paragraph, the Contractor shall indemnify the Library and its trustees for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the Library and/or its trustees.

- B. The Contractor's failure to maintain any of the insurance required by this Article shall constitute a material breach of this Agreement. Such breach shall not be waived or otherwise excused by any action or inaction by the Library at any time.
- C. By requiring insurance, the Library does not represent that certain coverage and limits will necessarily be adequate to protect the Contractor, and such coverage and limits shall not be deemed a limitation on the Contractor's liability under the indemnities granted to the Library under any provision of the Agreement.
- D. Insurance coverage in the minimum amounts required in this Article shall not relieve the Contractor or its subcontractors of any liability under this Agreement, nor shall it preclude the Library from exercising any rights or taking such other actions as are available to it under any other provisions of this Agreement or Law. The Library reserves the right to adjust insurance requirements.



- E. The Contractor waives all rights against the Library and its trustees and employees for any damages or losses that are covered under any insurance required under this Article (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Contractor and/or its subcontractors in the performance of this Agreement.
- F. In the event the Contractor requires any subcontractor to procure insurance with regard to any operations under this Agreement and requires such subcontractor to name the Contractor as an additional insured under such insurance, the Contractor shall ensure that such entity also name the Library and its trustees as an additional insured

### **Minimum Security Guard Wages and Benefits**

Proposers are required to submit proposals that meet the below minimum security guard wages and benefits. Proposals that do not meet these requirements shall be determined to be non-responsive. The successful proposer shall provide its employees these minimum wages and benefits:

#### **Wages**

- 1.1.21 The greater of a \$0.45 hourly wage increase or \$15.95 per hour.
- 1.1.22 The greater of a \$0.40 hourly wage increase or \$ 16.35 per hour.
- 1.1.23 The greater of a \$0.40 hourly wage increase or \$ 16.75 per hour.
- 1.1.24 The greater of a \$0.55 hourly wage increase or \$ 17.30 per hour.
- 1.1.25 The greater of \$0.45 hourly wage increase or \$ 17.75 per hour.

#### **Health Care**

The successful proposer shall also provide its employees the following minimum health care coverage:

- Effective 1.1.21 A minimum of \$586 per month for member only healthcare.
- Effective 1.1.22 A minimum of \$634 per month for member only healthcare.
- Effective 1.1.23 A minimum of \$668 per month for member only healthcare.
- Effective 1.1.24 A minimum of \$703 per month for member only healthcare.
- Effective 1.1.25 A minimum of \$760 per month for member only healthcare.

#### **Sick Leave**

The successful proposer shall provide its employees this minimum sick leave benefit:

During the first calendar year of employment, all regular employees who have completed one hundred and twenty (120) days of continuous employment with the successful proposer will receive seven (7) days sick leave per year of employment, calculated from each employee's date of hire. Employees in their first (1<sup>st</sup>) year of employment will be entitled to one (1) hour of sick leave for every thirty (30) hours worked, up to a maximum of seven (7) days or fifty-six (56) hours.

Sick leave not used by the end of the year shall not be carried over to the following year, but will be paid to the employee following the end of the calendar year (December 31 of each year).

#### **Paid Vacation**

The successful proposer shall provide its employees the following minimum paid vacation:

- 1 year of employment- 1 week of paid vacation.

3 years of employment-	2 weeks of paid vacation.
5 years of employment-	3 weeks of paid vacation.
15 years of employment-	4 weeks of paid vacation.
25 years of employment-	5 weeks of paid vacation.

“Week” refers to the employee’s regularly scheduled workweek, not inclusive of overtime.

**Technical Specifications**

Proposers must make an affirmative statement that they have read this Addendum and must affirmatively state that they can meet the minimum security guard wages and benefits requirements as stated in this addendum.

To promote stability during the transition period, the Successful Proposer will consider making offers of employment to all qualified incumbent security guards performing work at the locations covered by the RFP, consistent with business needs of the Library.

**VII. THRESHOLD CRITERIA**

Only Proposals submitted from proposers who meet the following minimum threshold requirements, will be considered by the Library:

- a. Provide evidence that your organization has at least five (\$500,000) thousand dollars of revenue in each of the last three calendar years prior to submitting a proposal. Years include 2020, 2019 and 2018. Provide copies of your two (2) most recent audited financial statements. If audited financial statements are not available, please explain why and identify how the Library can assess the financial condition of your firm.
- b. Proposer must have provided uniformed guard services for libraries, schools or government entity within the last three (3) years.

**VIII. PROPOSAL REQUIREMENTS**

The following is a list of the information that must be provided in the Proposal. A proposal that does not include all of the information requested below may be deemed non-responsive and subject to rejection. **Proposals should respond to all areas listed below, in the order listed.**

Proposers shall indicate in their proposals what information, if any, is proprietary and confidential. Proposers are hereby advised that the Library is subject to the New York State Freedom of Information Law (“FOIL”). Material marked “Confidential and Proprietary” will be treated as such to the extent consistent with the obligations under FOIL, other applicable law, regulation or legal process.

**A. Management and Qualifications**

In setting forth its qualifications, each firm shall provide the information requested below, as appropriate. Responses to this Section should be limited to thirty-two (32) single-sided pages in total (not including resumes), and shall be prepared on 8½ x 11-inch paper using at least 12-point type with standard margins no less than 1”.

## **Cover Letter (2-page limit)**

A cover letter, which shall be considered an integral part of the submission, shall be bound with the submission and signed by the individual authorized to bind the firm contractually. In signing the cover letter, the firm agrees to be bound by the terms of this solicitation and its submission hereunder for no less than one year. The cover letter shall contain a statement that the firm's work for the Library will not create any conflict of interest. If your firm believes that a conflict may arise, the nature of the conflict should be described – see question 17.

### **A. General Information (20 page limit)**

1. Provide the proposers' s legal name, address, tax ID number and state of incorporation for the contracting entity submitting the submission.
2. Provide detailed information on how the proposer meets the requirements of RFP section IV Threshold Criteria requirements, which are:
  - a. Provide evidence that your organization has at least five (\$500,000) thousand dollars of revenue in each of the last three calendar years prior to submitting a proposal. Years include 2020, 2019 and 2018. Provide copies of your two (2) most recent audited financial statements. If audited financial statements are not available, please explain why and identify how the Library can assess the financial condition of your firm.
  - b. Proposer must have provided uniformed guard services for libraries, schools or government entity within the last three (3) years.
3. Provide a brief history of the company and successful experience related to the services requested in this RFP. Include information regarding any similar past or current projects in which the proposer is involved in, with specific references to work for public sector, not-for-profit corporations, library systems or other like-entities.
4. Provide the name, title, address, telephone, fax number and e-mail address of the individual the Library should contact with respect to your submission.
5. For each key staff position, attach a resume and/or description of their qualifications. In addition, provide a statement certifying that the proposed key staff will be available for the duration of the project.
6. Identify all of the individuals to the maximum extent possible, who will be involved in fulfilling the obligations and satisfying the Scope of Services under this RFP. When identifying those individuals, include the primary role and responsibilities of each, as well as the principal/senior officer who will serve as the Engagement Leader. Please provide resumes for these individuals including years of employment in your organization and total years of experience. Also, include the physical location at which each team member will work on tasks related to this RFP.

7. Describe how you would staff the engagement and be able to respond to meet the response times for alarms as specified in the Scope of Services. In addition, describe your understanding of the Library.
8. Identify if your entire or partial solution is now or can be made available to the Library through a government contract such as GSA, NYS OGS, etc.
9. Identify any additional services not covered in the Scope of Service sections that your firm believes may be of particular value to the Library. Please describe why you believe these services to be relevant.
10. Indicate if your firm is able to meet the insurance requirements as detailed in the Scope of Services. Provide any evidence that your firm can meet these requirements.
11. Detail your firm's experience and qualifications in meeting the Scope of Services Technical Specifications and all remaining aspects of the Scope of Services not covered by prior questions.
12. Identify any services listed in the Scope of Services your firm is not able to perform and explain why you are not able to perform these services.
13. Provide a minimum of three (3) recent clients as references from clients of similar size to that of the Queens Library and this Scope of Services (a "Reference Client"). Provide the Reference Client's name, contact person, title, address, and telephone number. Please provide details on the work performed for each Reference Client, including, the length of any contract, project costs, size of project, completion date and explanation of how the work performed is similar to the work required by the Library, as well as any other pertinent information relevant to representing your qualifications to perform the work. Identify where the proposed solution has been deployed. Discuss the availability of the Library to visit this location.
14. Explain how you will safeguard and keep confidential the data and information provided by the Library to you.
15. Identify any sub-contractors that you plan to utilize as part of your proposed team.
16. Discuss any past or present civil or criminal legal investigations, litigation or regulatory action involving your firm or any of its employees that could affect your role or ability to serve as a consultant to the Library. If none, include a statement that there are no past or present civil or criminal legal investigations, or pertinent litigation and or regulatory actions that could impact your firm's ability to serve in the required capacity.
17. Identify the nature of any potential conflict of interest your firm or any proposed sub consultants might have in providing consulting services under this solicitation to the Library.
  - (a) Discuss fully any conflicts of interest, actual or potential, which might arise in connection with your firm's involvement with the Library. If your firm believes that a conflict of interest might arise, please describe how such conflict would be resolved.

(b) State whether your firm represents any party that is or may be adverse to the Library.

You must certify in writing that your representation of the Library will not create any conflict of interest involving that firm.

**B. Cost (No page limit)**

Using the table formats provided below, state the rates at which the services would be provided to the Library by your firm and your firm’s sub-contractors. NOTE: Failure to provide your cost proposal as requested below will be grounds for determining a proposal to be non-responsive.

**1A. Uniform Unarmed Security Guard**

Fixed Post and Site Foot Patrol Personnel at Central Library, Flushing Library and any other Library site as may be designated by the Library. Also includes special events as may be required by the library. Has the Responsibility for maintaining a safe secured environment as well as assisting customers in need of emergency aide. Supervise and direct staff and customers in a safe manner to exit the library during fire drills and any other emergency evacuations. Hourly Bill Rate is applicable for every hour of service including weekends and holidays.

<b>1A. Uniform Unarmed Security Guard</b>	<b>Proposer- Insert Hourly Bill Rate for Each Year.</b>
Year 1 Hourly Bill Rate:	
Year 2 Hourly Bill Rate:	
Year 3 Hourly Bill Rate:	
Year 4 Hourly Bill Rate:	
Year 5 Hourly Bill Rate:	

**1B. Console Operator – ISD Office Central Library, ISD office located on the 2<sup>nd</sup> floor.**

Hourly Bill Rate is applicable for every hour of service including weekends and holidays. Security Console Personnel assigned to Central Library is responsible for:

- a. Monitoring intrusion as well as panic alarm central alarm monitoring system as well as making proper notifications to the bidders dispatch station, police, EMS, or fire department.
- b. Enter pin numbers for staff in the vista software computer and the SIS alarm monitoring software.
- c. Answer phones for incoming calls from library staff and library customers and direct calls to appropriate personnel or agencies.
- d. Monitor the library’s card access system.
- e. Monitor two way mobile base radio.

<b>1B. Console Operator</b>	<b>Proposer- Insert Hourly Bill Rate for Each Year.</b>
Year 1 Hourly Bill Rate:	
Year 2 Hourly Bill Rate:	
Year 3 Hourly Bill Rate:	
Year 4 Hourly Bill Rate:	
Year 5 Hourly Bill Rate:	

**2. Security Guard 24 X 7 Intrusion Alarms And Fire Alarms Response Unit System Wide**

The response unit shall respond, report findings to the Security Console operator and secure the library all within one hour without exception. If a Library Facility cannot be safely secured to protect Library property and its assets, then at the sole discretion of the Director of ISD, or the Director designate, will authorize the response unit to stand post until relieved by Library Personnel. Bill Rate for each Response is applicable for every response regardless of time of day including weekends and holidays.

<b>2. Security Guard 24 X 7 Intrusion Alarms And Fire Alarms Response Unit System Wide</b>	<b>Proposer- Insert Bill Rate for each Response per year.</b>
Year 1 Response Rate:	
Year 2 Response Rate:	
Year 3 Response Rate:	
Year 4 Response Rate:	
Year 5 Response Rate:	

Hourly Bill Rate is applicable for every hour of service including weekends and holidays.

1. Provide a statement regarding any special considerations with respect to billing or payment of fees and expenses that your firm offers thereby differentiating you from other Proposers and making your firm’s services more cost effective for the Library; and
2. Provide a statement as to whether the Library is getting the lowest rates charged by your firm. If not, please explain why.

**C. Other (No page limit)**

1. Firms must either provide a statement accepting the terms and conditions in the Library’s General Terms and Conditions, Attachment 2, or must alternately identify any exceptions taken to the terms and conditions. Any supplemental contract language that a proposer requires is considered by the Library as an exception and must be included in a proposer’s proposal. If

exceptions are taken, the firm must clearly identify the language that is being taken exception to and provide the suggested alternate language for each such exception. The nature and extent of exceptions, if any, taken by the firm to the Library's terms and conditions will be a factor considered in evaluating submissions. Firms that demonstrate a willingness to accept the Library's terms and conditions will be given more favorable consideration by the Library.

At any time during the RFP process, the Library, in its sole discretion, may reject a proposal that has exceptions to the Library's terms and conditions.

2. Firms shall indicate in their submissions what information, if any, is proprietary and confidential. Firms are hereby advised that the Library is subject to the New York State Freedom of Information Law ("FOIL"). Material marked "Confidential and Proprietary" will be treated as such to the extent consistent with the Library's obligations under FOIL or any other applicable laws, rules or regulations, and will not otherwise be disclosed by the Library except as necessary for the evaluation of submissions.
3. Firms shall confirm that they will meet the insurance obligations.
4. Firms to complete all forms if Attachment 1 and Attachment 3- Local Law 34.

## **VII. EVALUATION AND SELECTION**

### **A. Evaluation Criteria**

For each scope of work, a Selection Committee consisting of Library staff and Library consultants will evaluate the properly received proposals. This Selection Committee will make its recommendations to the Library for its determination as to its awards of a contract. For each scope of work, the Selection Committee will consider the following factors, though not necessarily listed in the order of importance, in considering submissions:

1. The firm's previous experience in providing the proposed services to not-for-profit corporations, library systems, and other similar clients. (25 points.)
2. The qualifications, expertise, prior experience, and availability of the proposed team assigned to the library, including expertise and experience pertinent to the services requested in the RFP. (25 points.)
3. Overall organization, completeness, and quality of proposal, including cohesiveness, conciseness, clarity of response, demonstrated understanding of the Library, and degree of acceptance of the Library's terms and conditions in the Library's Standard Consulting Agreement. (20 Points.)
4. The competitiveness of the proposed hourly and other billing rates; (Although proposed cost will be given significant consideration in the selection process, the Library reserves the right to negotiate lower fees with any firm selected, or a different fee structure than proposed.) (30 Points.)
5. Interviews, if conducted. (To occur at the sole discretion of the Library- 30 Points.)

## **B. Selection Process**

The Selection Committee will evaluate all responsive proposals based on the criteria enumerated in Section VII, as referenced above. The Selection Committee may afford firms the opportunity to clarify submissions for assuring a full understanding of their responsiveness to the solicitation.

At the sole discretion of the Library, the Selection Committee may conduct interviews and product demonstrations of proposers found to be most qualified to perform the services required. Proposers selected for interviews and product demonstrations, will be notified in writing regarding the interview date(s).

At the conclusion of the evaluation process, the Library anticipates awarding a contract to a responsive and responsible firm whose proposal is determined to be the highest quality and most advantageous to the Library, taking into consideration the overall quality of the submission as measured against all the evaluation criteria above.

Prior to the award of any contract(s) under this solicitation, the Library will conduct a vendor responsibility assessment and may require eligible firms to answer questions and provide additional information to supplement the information provided in the proposal, Vendor Responsibility Questionnaire or other materials to assist the Library in making such a determination. The Library reserves the right to conduct a site survey of the proposer's proposed solution. In its sole judgement, the Library may reject a proposal because of a site survey, vendor responsibility determination or other determination by the Library. The Library reserves the right to reconsider other proposals.

Proposers will be notified in writing once a proposal has been selected.

## **VIII. PROPOSAL INSTRUCTIONS AND CONDITIONS**

### **A. Limitations**

1. This RFP does not commit the Library to award a contract, pay any costs incurred in the preparation of a response, or procure or contract for services of any kind whatsoever. The Library reserves the right, in its sole discretion, to accept or reject any or all proposals as a result of the RFP, to negotiate with any or all firms considered, and to cancel this RFP in whole or in part. The Library reserves the right to request additional information from all Proposers.
2. Proposers may be requested to clarify the contents of their proposals. Other than to provide such information as may be required by the Library, no Proposer will be allowed to alter its proposal or to add new information after the RFP due date.
3. Proposers may be required to participate in negotiations and to submit any price, technical or other revisions to its proposal which may result from such negotiations.
4. Proposers must fully execute the forms contained in Attachment 1 and Attachment 3 and submit them with its proposal.



5. All material submitted in response to this RFP will become the sole property of the Library.

## **B. Proposal Submission**

1. Proposals must include a cover letter indicating the mailing address of the office from which the proposal was submitted, the name and email address of the individual who will represent the firm as the primary contact person for the proposal, and the telephone and facsimile numbers of the primary contact person.
2. Non-responsive proposals include, but are not limited to, those that:
  - (a) Do not conform to the RFP requirements and instructions;
  - (b) Are conditional; or
  - (c) Contain a material omission(s).

The Library may waive minor informalities or irregularities in a proposal that are merely a matter of form and not substance, the correction of which would not be prejudicial to other proposers.

## **C. Administrative Specifications**

1. All proposals must be irrevocable for one year and signed by an authorized officer of the firm.
2. The successful Proposer(s) must agree to provide the Library with audit access on request during the term of the contract and for 7 years thereafter.
3. The Library at any time and in its sole discretion, may terminate its contract with the successful proposer(s), or postpone or delay all or any part of the contract, upon written notice.
4. All Proposers are obligated to update any changes in their proposals prior to the proposal due date.

## **D. Addendum, Errors and Omissions**

1. If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, it shall immediately notify William Funk, in writing, of such error and request clarification or modification to the document.
2. Should the Library find it necessary to modify this RFP, a notice of that modification will be made by way of an addendum that will be posted to the RFP website.
3. If a Proposer fails to notify the Library of a known error or an error that reasonably should have been known prior to the final filing date for submission, the Proposer shall assume the risk. If awarded the contract, the Proposer(s) shall not be entitled to additional compensation or time by reason of the error or its late correction.

## **E. Debriefing of Unsuccessful Proposers**

Upon written request via email to William Funk, a debriefing will be scheduled with an unsuccessful Proposer after the Library has provided notice of its selection of one or more successful Proposer(s). Discussion will be limited to a critique of the proposal submitted by the Proposer requesting the debriefing. Comparisons between proposals or evaluations of the other proposals will not be discussed. Debriefings may be conducted in person or on the telephone, at the Library's discretion.