

**Date: 04/01/2020**

**RFP# \_\_\_\_\_**

**Request for Proposal for:**

**Security Enhancement Blast Film for Windows**

**Temple Sinai  
Middletown Hebrew Association**

**A. INTRODUCTION**

Temple Sinai /Middletown Hebrew Association, located in Middletown, New York seeks proposals for the project and location referenced above.

**B. PURPOSE OF THE PROJECT**

1. Temple Sinai is seeking proposals for a Security Enhancement Blast Film
2. It is the policy of Temple Sinai to procure equipment after a thorough evaluation and determination of the most responsible vendor in a manner that is the most advantageous for Temple Sinai. In determining the most advantageous proposal, Temple Sinai will consider criteria such as the vendor's past performance, service consistency, service reputation and capability, customer satisfaction, and ability to deliver equipment and services in a timely manner. For this reason, Temple Sinai will not split up this RFT and will award the project to a single vendor.

Interested parties are invited to submit proposals and shall include the

following:

### C. SCOPE OF SERVICES

Temple Sinai is in need of Blast Film for exterior windows of the Synagogue.

Current windows include single pane windows and some are custom size and shapes.

Prospective vendors must be experienced in evaluating the property, providing the best possible solution, and installing the best type of product for Temple Sinai's needs.

#### Blast Film

The film should meet the minimum requirement as listed in this document. This project will include the Sanctuary, Lobby and classrooms and by the main entrance.

1. The Sanctuary has unique custom single pane windows in a trapezoid shape framed in wood.
2. The Lobby has large single pane glass on both sides of the lobby framed in metal.
3. The Classrooms have an industry standard shape and size.
4. Main entrance has large floor to ceiling windows encased in a metal frame.

#### Blast Film Requirements

1. The film should prevent shattering from a gunshot, blast or other attack.
2. The film should limit visibility from the exterior.
3. The film should work with our current windows.
4. The film should be the proper product for our facility.
5. The film should be low maintenance.

### D. PROFILE

Include the following with the submitted proposal:

1. Name, address, phone number, email address, web site, and brief history of your firm (include local office locations.)

2. List a minimum of three references, two preferably should be government entities.
3. Include information about years of service in this business and detail professional experience in providing, installing, and servicing this type of equipment.
4. Include a cost proposal detailing equipment, personnel and all other costs associated with the project. Prices quoted must be valid for a minimum of 60 days from the close of this RFP.
5. A proximity card is preferred. Temple Sinai is open to suggestions,
6. Up to three (3) additional pages of additional information may be added if you deem it may be useful and applicable to this project.
7. Temple Sinai expects this project to be completed by April 28, 2020. Please include a statement informing Temple Sinai of the time frame required to complete the project upon award of RFP.
8. All costs associated with the completion of this project must be included by the vendor in the proposal. This includes, but is not limited to, delivery costs, travel, lodging and food costs of the vendor, recurring fees to maintain the project under warranty. All costs for equipment, software, licensing, cabling, consulting, etc. must be itemized and broken down on the proposal. If you are quoting government pricing, please list the source for the pricing and the contract number.
9. Please list the warranty on the equipment and the cost of a service contract to maintain the equipment on a yearly basis.

#### E. DELIVERABLES

The vendor/contractor must provide the follow:

1. A comprehensive plan detailing the most cost effective strategies that address the goals detailed above.
2. Delivery cost of equipment to the designated delivery location.

3. A post installation review by the vendor on the configuration and functionality of the server.
4. A blueprint shall be provided upon completion listing the specifics of the device and a final scope of work.

Temple Sinai must receive two (2) hard copies of the final proposal as well as a PDF which may include text, graphs, charts, tables, figures, pictures or similar exhibits on digital media format.

#### F. OTHER NOTES

1. The selected vendor/contractor will be permitted onsite between the hours of 9:00 a.m. to 4:30 p.m. - Monday through Thursday to work on the project and Sunday's 12pm-5pm.. Temple Sinai expects the project to be completed in one weeks' time.
2. The installation will take place at Temple Sinai 75 Highland Avenue, Middletown, NY 10940.
3. Materials, if delivered before the commencement of the project, will need to be delivered to Temple Sinai, 75 Highland Avenue, Middletown, NY 10940. Between the hours of 9:00 a.m. and 4:00 p.m. Monday through Thursday.
4. The vendor/contractor's installer(s) will be required to provide valid identification to enter Temple Sinai.
5. The vendor/contractor's installer is expected to act and dress in a professional manner.
6. Site visits are allowed and preferred during the RFP process. Please contact Lisa Miller at 845-343-1861 to schedule a visit. It shall be the responsibility of the vendor to thoroughly read and understand the information, instructions, and scope of services contained in this RFP. Vendors are expected to fully inform themselves as to the conditions and requirements of the services to be provided. Failure to do so is at the Vendor's own risk. No plea of error or ignorance by the Vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Vendor to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of Temple

Sinai. Temple Sinai will assume that submission of an RFP means that the Vendor has familiarized itself with the conditions and requirements and intends to comply with them unless specifically noted otherwise.

7. The system shall meet all the Building and Fire Codes adopted by the City of Middletown.
8. The contract entered into by Temple Sinai and the successful vendor for the work specified in this request for proposal shall be on a form specified by and provided by Temple Sinai. The provisions of the Temple Sinai contract will control in the event of a conflict or inconsistency among or between any provisions of the successful vendor's responsive proposal and the Temple Sinai contract form.
9. Temple Sinai reserves the right to determine the competence and financial and operational capacity of any Contractor. Upon request of Temple Sinai, the Contractor shall furnish additional evidence as may be required by Temple Sinai (beyond that which is required in response to this RFP) to evaluate its ability and resources to accomplish that work required by the scope of services herein. Temple Sinai shall unequivocally be the sole and final judge of such competency, and its decision shall be final and not subject to recourse by any person, firm, or corporation.

## VENDOR REQUIREMENTS

### INSURANCE

A contractor or vendor shall not commence work, nor shall Temple Sinai permit any contractor or vendor, under any contract with Temple Sinai to commence work, until the contractor or vendor has first obtained all insurance required under this paragraph, and such insurance has been approved by Temple Sinai; nor shall a Contractor allow any sub-contractor to commence work on a sub-contract until all similar insurance required of the sub-contractor has been approved by Temple Sinai. (A contractor or vendor agrees to provide and maintain certificates of insurance evidencing the minimum insurance coverage and limits set forth below during the term of the contract, unless Temple Sinai (or Middletown?) ordinance or bidding requirements specify a greater amount or additional type of insurance will be required. Such policies shall be in force and from companies acceptable and satisfactory to Temple Sinai to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the contract term.

**A copy of the certificate of insurance shall name Temple Sinai/Middletown Hebrew Association, its officers, agents, employees, representatives and assigns as additional insured.**

The policy of insurance shall contain no provisions that invalidate the naming of Temple Sinai as additional insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under the Contract. The minimum insurance coverage and limits that shall be maintained by the Contractor and his subcontractors at all times while providing, performing, or completing the work are as follows:

1. **General Liability.** The Contractor shall carry a comprehensive general umbrella liability policy for all operations with limits of not less than \$1,000,000.00, each accident, for bodily injury liability and not less than \$1,000,000.00, each accident, for property damage liability.
2. **Worker's Compensation.** The Contractor is required to carry, with a company authorized under the laws of the State of New York, a policy for protection against liability under the Worker's Compensation and the Occupational Disease Statutes of the State of New York with limits of not less than \$500,000.00 per claim.
3. **Professional Liability Insurance.** The Contractor shall carry a minimum of \$1,000,000.00.
4. **Automobile Insurance.** The Contractor shall carry a minimum of \$1,000,000.00.

#### INDEMNIFICATION

Upon entering into a contract with Temple Sinai, the Contractor/Vendor agrees to protect, indemnify, hold and save harmless and defend Temple Sinai against any and all claims, costs, causes, actions and expenses, including but not limited to, attorneys' fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees or officers or independent contractors or subcontractors of the contractor or municipality, on account of personal injuries or

death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the Contractor/Vendor or any of Contractor/Vendor's subcontractors hereunder, whether such loss, damage, injury or liability is contributed to by the negligence of Temple Sinai or by premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that the Contractor/Vendor shall have no liability or damages of the costs incident thereto caused by the sole negligence of Temple Sinai or as otherwise provided by New York law.

### NONDISCLOSURE

The Contractor/Vendor acknowledges and agrees that certain information provided by Temple Sinai, relating to the product and services to be supplied by the Contractor/Vendor, is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by the Contractor/Vendor, whether during the term of an agreement with Temple Sinai or at any time thereafter, except solely as required in the course of the Contractor/Vendor's performance of services under its agreement with Temple Sinai. The Contractor/Vendor shall comply with the applicable privacy law and regulations affecting Temple Sinai, and will not disclose any of Temple Sinai's records, materials, or other data to any third party, other than its attorneys or other individuals within the Contractor/Vendor's related business entities who have a need to know, and who agree in advance not to make further disclosure or unless required to do so by applicable law. The Contractor/Vendor shall not distribute statistical analyses and reports utilizing data derived from information or data obtained from Temple Sinai without the prior written approval of Temple Sinai.

### BID RIGGING AND ROTATING

State law requires that all bidders/contractors/vendors must execute the form attached hereto as Attachment A stating that the undersigned on behalf of the entity entering into a contract with Temple Sinai certifies that:

1. This contract is not made in the interest of, or on behalf of, an undisclosed person, partnership, company, association, organization or corporation:

2. The Bidder/Contractor/Vendor has not in any matter directly or indirectly sought by communication, consultation, or agreement with anyone to fix the bid price of any bidder, or to fix any overhead profit or cost element of the contract price or to secure any advantage against Temple Sinai or anyone interested in the proper contract;
3. This contract is genuine and not collusive or sham;
4. The undersigned, on behalf of the Bidder/Contractor/Vendor, certifies that it has never been convicted for a violation of State laws prohibiting bid rigging or rotating.

This completed form must be submitted with the proposal.

#### TAX COMPLIANCE

1. The Contractor,/Vendor, on behalf of the entity entering into this contract, certifies that neither the undersigned, not the entity, is barred from contracting with Temple Sinai because of any delinquency in the payment of any tax administered by the State of New York, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.
2. The Contractor/Vendor, or the entity entering into this contract, understands that making a false statement regarding delinquency of taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the Village to recover all amounts paid to the entity under the contract in civil action.
3. Temple Sinai is exempt from paying sales tax and will not be charged for any sales taxes in connection with this Agreement.

#### PLACE TO SUBMIT PROPOSAL

Submit the proposal in a sealed envelope, with RFP #---- clearly marked on the envelope to:

Temple Sinai  
c/o Lisa Miller, Executive Director  
75 Highland Avenue  
Middletown, New York 10940

#### DEADLINE FOR SUBMITTING RFP

Proposals must be received by 5:00 pm. April 15, 2020. Proposals received after 5:30 pm. April 15, 2020 are untimely and will be rejected. Proposals will not be opened until after 5:00 pm. on April 15, 2020. It is the vendor's responsibility to ensure timely delivery.

#### RFP PACKAGE

Each potential Vendor is instructed to check its RFP package to ensure that it has received the complete document, which consists of sections and documents. Temple Sinai will post and addendums on its website.

#### REJECTION WAIVERS

Temple Sinai reserves the right to reject any and all proposals; waive formalities, technical requirements and/or deficiencies and irregularities; solicit new proposals; or further negotiate with the Vendor of its choice in some other manner or negotiation better serves Temple Sinai's interests. Temple Sinai reserves the right to award the RFP to the vendor which, in Temple Sinai's judgment, best serves the needs and interests of Temple Sinai.

#### WITHDRAWALS, DECLINATIONS

If the contractor wishes to withdraw a RFP, the Contractor shall submit written notification of such action to the Executive Director, Lisa Miller, no later than the due date and times as specified in the Deadline for Submitting RFP,

Inquiries should be directed to the Executive Director, Lisa Miller via phone or e-mail: 845.343.1861b or [lisa.miller@hvc.rr.com](mailto:lisa.miller@hvc.rr.com).

Dates Posted on Website: [www.templeseinaimiddletown.com](http://www.templeseinaimiddletown.com)

