

RESOLUTION NO. 23-8

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD PROJECT NO. 22-P-84 ENTITLED
"PROFESSIONAL SECURITY SERVICES"**

DATE OF ADOPTION: JANUARY 25, 2023

Introduced by Commissioner: **CARMEN DEPADUA**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 22-P-84 entitled "Professional Security Services" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i) and the Fair and Open Process require that notice, with respect to contracts for professional services (or extraordinary un-specifiable services), procured through a fair and open process and awarded without competitive bids, must be publicly advertised; and

WHEREAS, following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, PVWC has received a response to provide professional services (or extraordinary unspecifiable services) related to the Project from three (3) professional (or provider of extraordinary unspecifiable services) providers; and

WHEREAS, responses received for the Project have been evaluated by PVWC based on criteria as set forth in the request for

responses for the Project, and a copy of PVWC's Evaluation Matrix Summary is attached hereto as **Exhibit A**; and

WHEREAS, based on the said evaluation of the responses received, and as can be seen from the above-referenced PVWC Evaluation Matrix Summary, the firm of **Allied Universal Security Services** of Lyndhurst, New Jersey (the "Awardee") was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its response received December 13, 2022 (hereinafter the "Response"), with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$397,900.60 for services related to the Project, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

WHEREAS, a copy of the Contract is attached hereto as **Exhibit B**; and

WHEREAS, it is in the best interest of PVWC, its users and constituent municipalities to engage, or continue to engage, the services of the Awardee at this time; and

WHEREAS, the services to be rendered pursuant hereto constitute professional services (or extraordinary unspecifiable services) within the meaning and intent of the Local Public Contracts Law; and

WHEREAS, the Response and solicitation are on file in the office of the Administrative Secretary and available for inspection; and

WHEREAS, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and a copy of the said certification is attached hereto and made a part hereof as **Exhibit C**.

NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Response, as set forth hereinabove; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
DEPADUA, C.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
LEVINE, J.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
COTTON, R.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
KOLODZIEJ, J.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
VAN RENSALIER, R.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
SANCHEZ, R.	<u> </u>	<u> </u>	<u> </u>	<u> x </u>

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

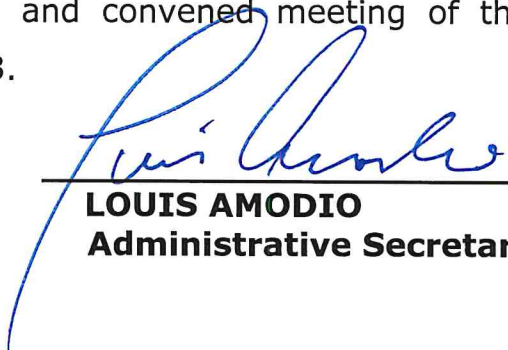


Secretary
RUBY N. COTTON

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on January 25, 2023.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Project No. 22-P-84
Professional Security Services

Evaluation Matrix
January 18, 2023

1000 Total Possible Score							
	Allied Universal		Arrow Security		IronRock Security		
Evaluation Criteria	Ranking	Score	Ranking	Score	Ranking	Score	Score
Jim Mueller		900		650			700
Michael Marotta		850		775			600
	1	875	2	713	3		650

Bid Amount = \$ 397,900.60 \$ 702,442.00 \$ 483,757.00

EXHIBIT B

PASSAIC VALLEY WATER COMMISSION

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES (OR EXTRAORDINARY
UNSPECIFIABLE SERVICES)**

APPENDIX C

FORM OF AGREEMENT FOR PROFESSIONAL SECURITY SERVICES

This Agreement (hereinafter the "Agreement"), made and entered into as of this ____ day of _____, 20__, by and between Passaic Valley Water Commission, (hereinafter "PVWC") having offices at 1525 Main Avenue, Clifton, New Jersey 07011 and _____ (hereinafter "Professional") is for Project 22-P-84 "Professional Security Services" for the provision of security-related services associated with PVWC's security programs (hereinafter "Services").

WHEREAS, PVWC desires to contract with the Professional for the provision of Services by specially assigned Professional's Employees to provide regular patrol and other Services with respect to PVWC's operations at its various facilities in order to enhance the safety and protection of PVWC's employees, agents, vendors, members of the general public and others; and

WHEREAS, the Services are separate and apart, and in addition to, any such other services that may be provided by the Professional to other residents, taxpayers and citizens, and separate and apart, and in addition to, that which is provided by the municipalities in which PVWC's facilities are located; and

WHEREAS, the program objective is for the Professional's Office to provide comprehensive, quality security to all PVWC employees, properties, and facilities through both active/physical checks and passive surveillance, alarm monitoring, and methods and other appropriate means; and

WHEREAS, to accomplish this, there will be manpower deployment for twenty-four (24) hour coverage, seven (7) days a week throughout the term of the Agreement;

NOW THEREFORE BE IT RESOLVED: that PVWC and the Professional agree, as follows:

1. Staffing

In order to provide the essential Services required by PVWC, an armed Professional's Employees (armed retired police or retired military personnel with an open-carry permit) shall be assigned 24/7 to patrol PVWC properties. Additionally, an armed Professional's Employee shall be assigned from 10am to 10pm to patrol PVWC properties. These personnel will be provided Sunday through Saturday. Professional's Employees assigned to Patrol will be available for security checks and will respond to calls to PVWC properties.

These personnel shall be able to pass background and criminal history checks as well as periodic drug tests to the extent permissible under applicable law. Their activities will be monitored and supervised by the Professional's Patrol Supervisor.

The Professional shall provide supervision of the Professional's Employees and all equipment and materials necessary to perform security duties and crime prevention at all PVWC facilities in accordance herewith.

PVWC may decline an assigned Professional's Employee, based on competent evidence, which has been presented to the Professional's Office, and substantiated through an investigation, that the Employee has not met PVWC's reasonable performance expectations. The Professional will take the concerns of PVWC and its management under consideration, concerning the staffing of Employees, but he retains the final right of assignment, which shall be reasonably exercised in the context of this Agreement.

To ensure continuity of effective service, the Professional's Office will identify Professional's Employees to be assigned on a steady basis. These Employees will receive training specific to problems encountered at PVWC's facilities. Periodic training needs will be identified and coordinated with PVWC. It is hereby agreed that there will be periodic rotation of Professional's Employees in accordance with the Professional's Office established policies.

2. Deployment

Assigned Professional's Employees will constantly patrol the grounds, both inside and out, of all the structures and including perimeter patrols at the main plant, as well as PVWC's other properties and facilities.

One of the patrol personnel may be assigned to man the guardhouse located at the Union Ave entrance to the main treatment plant on an as needed basis. This Security Guard will be responsible for monitoring all incoming and out-going traffic at the plant. The Security Guard will issue temporary ID's to visitors as well as monitor the security cameras, and will also maintain daily logs of all property/facility checks, all incoming calls received at the guardhouse and all the visitors and deliveries to the plant.

One of the patrol personnel shall be assigned to man the billing counter located at the 1525 Main Avenue entrance from 4:30 to 6:30 pm.

The Professional's Patrol Supervisor shall ensure a coordinated effort is maintained, encompassing the personnel assigned to patrol PVWC properties.

Personnel coverage shall not be diminished for vacations or other time off of the assigned personnel, rather whenever necessary to ensure the indicated minimum coverage, the Professional Patrol Supervisor shall assign additional Professional's Employees to cover the post(s).

3. Term

The Term of the Agreement shall be for a period of twelve (12) months, commencing as of the day and year first written above, or as otherwise agreed upon in writing by the Parties, or the date on which this Agreement has been signed and fully executed by both Parties, whichever is later.

4. Communications

- A. The Professional agrees that PVWC will have unrestricted access to all information which in any way deals with criminal activity in any of the PVWC's facilities to the extent permitted by law. It is further agreed that the Professional's Office will provide to the PVWC, to the extent permissible by law, copies of such incident reports, arrest reports (if applicable) or other documents which document or substantiate actual or potential criminal activity in or connected with the facilities or activities or business of PVWC. This information will be provided at no cost by the Professional's Office on a regular basis.
- B. Reporting: The Professional's Office will maintain data regarding calls for service, property/facility checks, incidents, arrests (if applicable) or criminal investigations and other pertinent information. This information shall be presented by the Professional to PVWC's designated representative when requested.
- C. Forms: The Professional's Office will require all Professional's Employees to complete a daily log of each shift. This report will include, but not be limited to, the following:
 - 1. Hours worked: foot, bicycle, motorized, other
 - 2. Calls/requests for service
 - 3. Referrals to others/agencies, etc.
 - 4. Suspicious person's name and description
 - 5. Vehicles abandoned/towed/stolen
 - 6. Drug paraphernalia confiscated/found
 - 7. Arrests/citations of both employees and outsiders to include appropriate information
 - 8. Property recovered/stolen
 - 9. Broken/vandalized equipment, evidence of broken entryways, windows, etc.
 - 10. Graffiti
 - 11. Conflict resolution; e.g., resolved apparent or actual conflict between two or more people
 - 12. Vehicle license number of suspicious person
 - 13. Weapons violations/seized
 - 14. Other suspicious or noteworthy activity in the Security context
- D. Media Coordination: The Professional's Office will relay to PVWC's Executive Director or his designee information related to major crime or incident of note that occurs on PVWC property or relating to PVWC's conduct of business, before the media is informed if the media is informed, at all. And release of information to the public and the press shall be coordinated between PVWC's Executive Director and the Professional to the extent possible and permissible in accordance with applicable law.

5. Methods and Management

The Professional agrees that the Professional's Office will employ policing concepts appropriate to PVWC's facilities and operations in consultation with PVWC's Management.

The Professional agrees that with respect to the services to be performed by any Professional's Office personnel in accordance with this Agreement, the appropriate Professional's Office Patrol Commander or Supervisor will meet with PVWC and management representatives, if required, for the purposes of reviewing the enforcement and prevention efforts and planning for future changes or modifications anticipated by this Agreement.

The Professional and PVWC acknowledge that the Professional's written rules and regulations (hereinafter the "Manual") exist to regulate Professional Employees' conduct and activities. All Professional's Employees shall have been properly trained in this regard. The Professional hereby represents that each of the Professional's Employees has tendered to the Professional a signed receipt from each Employee that he/she has received and understands the contents of the Manual, and that the Professional's Employees have been adequately trained on the regulations and orders within the Manual.

The Professional's Office shall designate a supervisory Employee, who shall be dedicated to supervision of the Professional's Employees and personnel and/or any liaison assigned to the PVWC operation. The Professional's supervisory Employee will work in concert with the Executive Director of PVWC or his designee.

The Professional's supervisory Employee shall be responsible for the following duties:

Coordinate the dissemination and processing of security reports, provide supervisory assistance and coordinate the resolution of problems.

Establish a clearly defined process for reporting non-emergency criminal activities.

6. Additional Duties

It is further agreed that to the extent necessary, the Professional's Employees will appear as witnesses in PVWC's administrative grievance procedures, civil hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal or other conduct involving potential liability or disciplinary action in or near PVWC's facilities or in connection with or in the course of carrying out their duties hereunder.

The Professional's Employees shall fully participate in civil action proceedings brought by or against PVWC, which are based upon arrests, if applicable, or incidents in which they are involved or about which they have relevant information. Such participation shall include but not be limited to obtaining copies of police reports, lab results, investigation reports (subject to review and approval of the appropriate governmental agency), consulting with the PVWC's representative and attorney, and testifying in court or administrative law or similar proceedings.

7. Equipment and Vehicles

The Professional agrees that it will provide the Professional's Employees with such basic equipment and vehicles as may be necessary and reasonable in order to allow the Professional's Employees to carry out the duties anticipated under this Agreement. The Professional shall be responsible for the repairs and maintenance of the Professional's equipment and vehicles utilized on site, which equipment and vehicles shall be, and shall remain, the property of the Professional.

In order to implement this program, not less than two (2) marked patrol units shall be provided by Professional. At a minimum, each unit shall be equipped by Professional with oxygen, defibrillator, first aid kit, road safety, water rescue equipment, and any other equipment deemed necessary by professional to provide the required and intended services.

Units should be (4) wheel drive, high clearance type vehicles.

Other required equipment that shall be provided by Professional shall include, without implied limitation, a base radio at PVWC's guardhouse, portable radios with chargers and individual Professional Employee's safety gear such as masks, helmets, vests, sticks and weapons.

Initially, monitoring of security cameras will be possible in PVWC's guardhouse. It will be the responsibility of the Security Guard there to monitor the cameras.

8. Supervision and Compensation

The Professional, through the Professional's Office, shall at all times provide supervision, control and direction of work activities and assignments of patrol personnel, including disciplinary action. It is expressly understood that the Professional shall be responsible for the compensation of the Professional's Employees and all employee benefits, including worker's compensation insurance, as well as any injury to Employees, their property or the Professional's property.

9. Indemnification

The Professional shall indemnify, defend and save and hold harmless PVWC and their officers, agents and employees, and each and every one of them (the "Indemnities") from and against any damage, liability, loss, costs (including but not limited to attorneys' fees and court and arbitration costs) or claims to the extent caused by the negligent performance or nonperformance of the work provided for under this Contract.

This indemnification shall apply to damages, liabilities, losses, costs and claims arising from the negligence of the Indemnities, but shall not apply to damages, liabilities, losses, costs or claims to the extent caused by the negligence of the Indemnities.

The Professional's indemnification obligation shall not be limited by the amount of insurance required to be carried by the Professional under this Contract.

These indemnifications are intended to provide the broadest indemnification permitted by law and shall be construed consistent with all applicable laws of the State of New Jersey, including but not limited to the laws pertaining to indemnification.

10. Insurance Requirements

The Professional acknowledges that PVWC has an insurable interest relative to the scope of services rendered by the Professional under this Contract.

The Professional is required to submit evidence (consisting of Certificates of Insurance and copies of the insurance policies with all endorsements) satisfactory to PVWC showing that the Professional has obtained all insurance coverage as required herein. The Professional is not permitted to enter the premises of PVWC or to perform any work under this Contract unless all of the insurance required by this Contract is in effect.

Nothing contained in this Article shall be construed as limiting the extent of the Professional's liability for claims or damages resulting from or related to the Professional's services performed under this Contract.

All insurance required hereunder shall include the interests of PVWC. The Professional waives all rights against PVWC and all parties named as additional insured's in such policies for all losses and damages caused by any of the perils covered by such policies and all such policies shall contain provisions to the effect that in the event of payment of any loss for damage, the insurer will have no rights of recovery against any of the parties named as additional insured's.

The Professional shall not commence any work under this Contract until the Professional has obtained, at the Professional's own expense, all insurance as set forth in this Article and has delivered Certificates of Insurance and copies of the required insurance policies with all required endorsements and indemnifications to PVWC. PVWC shall be included as an additional insured on all insurance policies (except for Workers' Compensation and Employer's Liability policies) to the extent of the Professional's indemnification obligations under this Agreement and up to the required insurance coverage amount.

The Professional shall purchase and maintain, at its sole expense, insurance that will provide protection from claims and liabilities, which may arise out of or result from the Professional's performance and furnishing services and other obligations under this Contract, whether it is to be performed or furnished by the Professional, by any of the Professional's employees, by anyone directly or indirectly employed by any of them to perform or furnish services, or by anyone for whose acts any of them may be liable with companies satisfactory to PVWC as follows:

Worker's Compensation and Employer's Liability Insurance: covering all of the Professional's employees directly or indirectly engaged in the performance of this Contract. This insurance shall comply with the statutory requirements of the State of New Jersey and shall have an Employer's Liability Insurance limit of not less than \$1

million for bodily injury by accident, \$1 million for occupational disease and \$1 million aggregate limit.

Commercial General Liability Insurance: with a limit of not less than \$2 million limit for bodily injury and property damage. The Commercial General Liability Insurance shall include the Broad Form Property Damage Liability Endorsement as well as coverage for explosion, collapse and underground (XCU) hazards and completed operations and product liability coverage, as well as Professional Liability and Security Guard Professional Liability Coverage in the amount of \$1 million per occurrence / \$2 million aggregate. Blanket Contractual Liability Insurance must be included, expressly insuring the Professional's liability for occurrences assumed by the Professional under the indemnification clause of the Contract to the extent covered by the standard form Commercial General Liability policy in New Jersey (Broad Form with Blanket Contractual Liability Endorsement). (Professional Liability coverage can be an endorsement or stand-alone).

Comprehensive Automobile Liability Insurance: covering the Professional for claims arising from all owned, hired and non-owned vehicles with a limit of not less than \$1 million limit for bodily injury and property damage.

Umbrella (or Excess) Liability Insurance: providing coverage at least as broad as that provided by the Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance required above, with a limit of not less than \$10 million combined single limit for bodily injury and property damage and in addition thereto, Professional Liability coverage at the \$10 million limit.

Policy Limits: specified above are minimums, and wherever the law requires higher limits, the higher limits shall govern.

Forms of Policies: all liability insurance shall be on an occurrence basis.

11. Termination

PVWC may terminate this Contract upon the provision of one hundred twenty (120) days written notice to the Professional. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in this Agreement.

The Professional may terminate this Contract upon the provision of one hundred twenty (120) days written notice to PVWC. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in this Agreement.

12. Applicable Law

This Agreement is made and entered into in the County of Passaic, State of New Jersey. Any and all questions of law arising hereunder shall be construed in accordance with the laws of the State of New Jersey, and venue and jurisdiction shall lie in the County of Passaic, unless otherwise agreed to by consent of both Parties and in accordance with applicable law.

13. The Agreement

The Agreement shall be deemed the entire Agreement between the Parties and shall consist of all component parts of the original RFP.

Any subsequent written addenda agreed to, signed and executed by both Parties.

14. Amendments

This Agreement may only be amended by a written document duly authorized by their respective governing bodies and properly executed and attested by the authorized officers of both Parties.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement by their duly authorized officers, and have affixed their corporate seals, as of the day and year shown on the cover page.

PROFESSIONAL FIRM

Witness or Attest

Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
President

EXHIBIT C

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

It is hereby certified that subject to Commission approval of future Budgets, with respect to multi-budget year contracts, there are or will be sufficient available funds for expenditures to be incurred as result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

**Description of Project or Contract: Project 22-P-84 – Professional Security Services
Allied Universal Security Services, Lyndhurst, NJ**

Amount of Project or Contract: **\$397,900.60**

- 1. Acct: # 001-2002-423-72-01 – Professional Services

- 2. Specific Appropriation to which expenditures will be charged:
 BUDGET 2023/2024

Other comments: Professional Services

Date of Certification: 1/21/2023 Certified: \$397,900.60

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb
