



IFB 2015-0009

BID SPECIFICATIONS

**For
COURTHOUSE SECURITY**

April 2015

Facilities Management Division
12A Gateway Circle
Hilton Head Island, SC 29926
843-342-4581

**TOWN OF HILTON HEAD ISLAND
INVITATION FOR BID
COURTHOUSE SECURITY
IFB 2015-0009**

The Town of Hilton Head Island is soliciting sealed bids for a multi-year contract from qualified respondents to provide armed security services for the Municipal Court in accordance with an established scope of work/specifications. Bid information and forms can be obtained from the Town's website at www.hiltonheadislandsc.gov or from contacting Facilities Management at 843-342-4581.

Sealed bids are due no later than 10:00AM, Tuesday, May 12, 2015. Bids will be opened at Town Hall at 10:05 AM the same day. No late bids will be accepted for any reason. No faxed bids will be accepted.

The award of a contract for these services will be based on the following criteria:

- Cost – Adequacy of the proposed work force required to perform these services.
- Responsiveness – Responsibility of the bidder based on referenced past performance on contracts of similar requirements and scope.

Label bid on the outside of the sealed envelope with the following: **“IFB 2015-0009 COURTHOUSE SECURITY SERVICES”**. Hand carry bid to the Receptionist at Town Hall, One Town Center Court, Hilton Head Island, SC, or deliver by traceable means, i.e. Fed Ex; to Town of Hilton Head Island, One Town Center Court, Hilton Head Island, SC 29928, Attention: Tom Fultz (IFB 2015-0009).

The Town reserves the right to accept or reject any or all bids received as a result of this invitation for bids or to negotiate with all qualified bidders, or to cancel in part or in its entirety this invitation for bids if it is in the best interest of the Town to do so.

This solicitation does not commit the Town to award a contract or to pay for any costs incurred in the preparation of your bid; or to procure or contract for any articles of goods or services.

Any bidder/offeror qualified for the **“LOCAL VENDOR PREFERENCE”** should fill out a certification statement, obtain proper certification and include it with bid/proposal in order to be considered for this preference. Certification forms are available on the Town's website at www.hiltonheadislandsc.gov or can be obtained by contacting Tom Fultz at 341-4600. If certification has previously been confirmed, please include a copy of the certified form with the bid/proposal.

Bids must be signed by an official of your company authorized to bind the bidder, and shall contain a statement that the bid is good for a period of at least 60 days from the date of bid opening.

The Town does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or in the provision of goods and services.

BID INSTRUCTIONS:

Bids shall be submitted on the provided bid forms which must be filled out completely. All required Certificates of Insurance must be included with your bid. All Contractors will provide a minimum of three references for contracts of similar requirements and scope. Please provide name and current phone number of a primary point of contact for each reference. Failure of your bid to comply with these requirements will render it non-responsive. Included in the bid information, is a sample contract format that will be used for the award of these services for reference only.

For more information concerning this solicitation, please contact Alice Derian at 843-342-4581.

SCOPE OF WORK

GENERAL REQUIREMENTS:

Contractor shall provide a State Law Enforcement Division certified armed guard at the Municipal Courthouse 7:30a.m. – 4:30p.m. on Monday through Friday, excluding holidays. Additional hours of security may be required from time to time for court run-overs and night court; night court sessions generally last two (2) to three (3) hours. Two security guards shall be on duty for court dockets that exceed 500. Overtime and additional guards will be billed at the unit rate which will be based on the hourly rate established by this contract. Replacement armed guard shall be on duty by 8:00a.m. if scheduled guard is unable to attend work. Other duties may be added to this contract as warranted by the Town of Hilton Head Island.

DUTIES:

The armed guard shall perform the following duties with a courteous and professional manner:

- Provide frontline security and protection to court personnel, town hall staff and visitors at all times.
- Ensure the metal detector and hand wand are working properly prior to opening the main court exterior door. Perform a security check of the first floor and immediate surroundings by 8:00a.m. All suspicious activity shall be reported to the Beaufort County Sherriff's Office, Facilities Management and Court Personnel, immediately.
- Monitor live views of security cameras placed around the Town Hall complex. Any type of suspicious behavior shall be responded to and the Beaufort County's Sherriff's office is to be notified.
- Periodically, perform a security check of the building and immediate grounds throughout at a minimum of three (3) times per day. All suspicious activity shall be reported to the Beaufort County Sherriff's Office, Facilities Management and Court Personnel, immediately.
- Screen all personnel and devices entering the Courthouse utilizing the hand wand and metal detector. Unauthorized devices shall be secured at the entrance. Illegal devices shall be reported to the Beaufort County Sherriff's Office, Facilities Management and Court Personnel, immediately.
- Assist the public with direction and general information.
- Monitor the panic alert system. Respond to and investigate panic alerts that may occur in the court building and other buildings within the Town Hall complex. The security guard will respond in accordance with the Town of Hilton Head Island security procedures, immediately notify relevant agencies; (Alarm company, Beaufort County Sherriff's Office, Fire and Rescue, Facilities Management, Court Personnel) of findings and prepare a written report of findings and submit to Facilities Management.
- Assist court personnel as required with security related activities, including such actions that facilitate a safe and secure court environment.
- Secure premises and close the exterior court door at the end of the shift.
- Control access of courthouse customers to the building (through normal security checks) prior to official opening of business during inclement weather.

ALARM MONITORING AND MAINTENANCE:

The panic alarm system and all other alarm systems at Town Hall are currently monitored and serviced by Hilton Head Security. The Facilities Management Department schedules service for and annual inspections of these systems.

PANIC ALERT SYSTEM:

Overview

The panic alert system is designed to alert authorities in the event of any criminal event. The panic buttons alert the alarm monitoring company and the Sheriff's Department and should not be used in the event of a medical emergency. In the event of a medical emergency, you should call 911.

The panic buttons are operated by pressing a button that is located near the work stations of certain personnel. When the panic button is engaged, a light will flash and an audible alarm will sound at the main panel, which is located in the municipal court lobby to indicate which area the guard should respond to and assess the situation. When a guard is not present, the alarm will ring through to the alarm company and they will call for a Sheriff's deputy to investigate.

INSURANCE REQUIREMENTS

The Contractor shall provide a certificate of insurance and maintain at all times the following minimum insurance coverage and amounts per incident:

Worker's Compensation Insurance:	\$1,000,000.00
Aggregate General Liability Insurance:	\$1,000,000.00
Comprehensive Vehicle Liability Insurance:	\$1,000,000.00

**IFB 2015-0009
BID FORM
COURTHOUSE SECURITY**

We have reviewed the specifications/scope of work for this contract and can comply with all requirements therein. If selected by the Town of Hilton Head Island, we shall provide the required and specified services from July 1, 2015 until June 30, 2018 for the sum of \$ _____ annually. Overtime and additional guards will be billed at the unit rate which will be based on the hourly rate established by this contract. Unit rates are as follows:

	Unit Rate	Annual Cost
Regular Hourly Rate:	\$ _____	\$ _____

The contract may be renewed for an additional two year period if both parties agree to the terms and conditions set forth by the original contract.

The following companies may be contacted for references:

(List company, contact name and telephone number)

Reference 1: _____

Reference 2: _____

Reference 3: _____

This bid is in effect for 60 days following bid opening

COMPANY: _____

Owner/Manager: _____

Address: _____

Business License # _____

Telephone: _____

Signature: _____

Date: _____

Witness: _____

Attach Certificate of Insurance and Town of Hilton Head Island Business License to Bid Form

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AGREEMENT

THIS AGREEMENT is made this <<Date>> between <<Company Name>> (hereinafter called "Contractor") and the Town of Hilton Head Island (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina.

WHEREAS, the Town has a requirement to <<list service or supply>>;

WHEREAS, the Town and the Contractor desire to enter into an Agreement wherein the Contractor shall provide such services as set forth herein below.

NOW, THEREFORE, for and in consideration of the mutual promises, undertakings and covenants set forth herein, the receipt and sufficiency of which is acknowledged and affirmed by the Town and the Contractor, the parties hereto agree as follows:

1. The Contractor shall <<list task or services to be provided>>.
2. The total cost of this contract shall not exceed <<List total cost>>.
3. The term of this Agreement shall be from the date of execution to <<date>>.
4. The contractor is required to maintain appropriate levels of insurance for both workers compensation coverage and for auto liability. The Contractor is required to maintain One Million dollars of general liability insurance. The contractor must provide the Town with a Certificate of Workers Compensation and general liability coverage that names the Town as an additional insured. The contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.
5. The Town Manager may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience, the Town will pay the contractor for costs incurred to that date of termination.
6. Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, such a determination shall not render void, invalid, or unenforceable any other part of this Agreement.
7. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.
8. This Agreement may not be modified unless such modification is in writing and signed by both parties.
9. The Contractor may not assign this contract without the prior written approval of the Town.

10. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or on appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
11. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this Agreement. Nothing contained herein creates any relationship between the Town and the Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement, and the conduct and control of the agents and employees of the Contractor and the methods utilized by the Contractor in fulfilling its obligations hereunder shall lie solely and exclusively with the Contractor and its agents and employees shall not be considered agents or employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town.
12. The Contractor, by signing this Contract, hereby certifies that Contractor shall comply with all applicable requirements of the South Carolina Illegal Immigration Reform Act, S.C. Code Ann. §41-8-10 (2007) et seq., (the "Act"), and that Contractor covenants and agrees as follows:

12.1. Contractor shall not knowingly or intentionally employ any unauthorized alien and, unless excluded from coverage of the "Act", shall verify the work authorization of all new hirers performing work under the contract by either:

(a) registering and participating in the Federal Work Authorization Program (E-verify) and verifying the work authorization of every new yearly hired employee within five (5) business days after employing employee; or

(b) employing only workers who, at the time of said employment:

1. possess a valid South Carolina driver's license or identification card; or

2. are eligible to obtain a South Carolina driver's license or identification card by providing proof of name, social security number and date and place of birth; or

3. possess a valid driver's license or identification card from another state deemed by the Executive Director Department of Motor Vehicles to have requirements at least as strict as those in South Carolina.

Contractor may choose either option 12.1 (a) or option 12.1 (b) but acknowledges that Contractor cannot use both.

12.2. Contractor agrees to provide to the Town all documentation requested by it to establish either:

(a) the applicability of the South Carolina Illegal Immigration Reform Act to Contractor; or

(b) compliance with the South Carolina Illegal Immigration Reform Act by Contractor.

12.3. Contractor agrees to include in any contracts with its sub-contractors language requiring its sub-contractors to:

(a) comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws; and

(b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws.

12.4. Contractor acknowledges and agrees that it shall comply with requirements of the Immigration Reform and Control Act of 1986 including the non-discrimination provisions thereof, and shall complete all required I-9 documentation for all workers employed by it.

12.5. Contractor certifies it shall comply with all state, federal, and local laws, rules, regulations and orders applicable to it in performance of work under the contract.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto the date first written hereinabove.

WITNESSES:

<< CONTRACTOR'S FULL NAME >>

By: _____

Its: _____

WITNESSES:

TOWN OF HILTON HEAD ISLAND

By: _____

Gregory D. DeLoach, Esq.,

Its: Assistant Town Manager