

 UNIVERSITY OF SOUTH CAROLINA	Solicitation Number	USC-FPB-0663-VM
	Date Issued	08/19/2005
FIXED PRICE BID	Procurement Officer	Venis Manigo
	Phone	(803)777-6790
	FAX	(803)777-2032
	E-Mail Address	venis.manigo@sc.edu

DESCRIPTION: UNARMED SECURITY GUARD SERVICES FOR THE UNIVERSITY OF SOUTH CAROLINA

The Term "Offer" Means Your "Bid" or "Proposal".

SUBMIT OFFER BY (Opening Date/Time): 09/12/2005 11:00 AM See provision entitled "Deadline For Submission Of Offer"

NUMBER OF COPIES TO BE SUBMITTED: One (1) original and three (3) copies

QUESTIONS MUST BE RECEIVED BY: 08/31/2005 at end of conference See provision entitled "Questions From Offerors"

SUBMIT YOUR OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:	PHYSICAL ADDRESS:
University of South Carolina –Purchasing Department 1600 Hampton Street, Suite 606 Columbia, S.C. 29208	University of South Carolina –Purchasing Department 1600 Hampton Street, Suite 606 Columbia, S.C. 29208

See provision entitled "Submitting Your Offer"

AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above on 09/15/2005 . The award, this solicitation, and any amendments will be posted at the following web address: http://purchasing.sc.edu
-------------------------------	--

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

NAME OF OFFEROR <small>(Full legal name of business submitting the offer)</small>	OFFEROR'S TYPE OF ENTITY: <small>(Check one)</small> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____ <small>(See provision entitled "Signing Your Offer".)</small>
AUTHORIZED SIGNATURE <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</small>	
TITLE <small>(Business title of person signing above)</small>	
PRINTED NAME <small>(Printed name of person signing above)</small>	
DATE	

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror above. An offer may be submitted by only one legal entity. The entity named as the Offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

OFFEROR'S HOME OFFICE ADDRESS			<small>(Address for the Offeror's principle place of business)</small>		
CITY		STATE	ZIP CODE		
PHONE	FACSIMILE	E-MAIL			
STATE OF INCORPORATION <small>Incorporation.)</small>			<small>(If Offeror is a corporation, identify the state of</small>		
TAXPAYER IDENTIFICATION NO.			<small>(See provision entitled Taxpayer Identification Number)</small>		

USC-FPB-0663-VM
SCHEDULE OF KEY EVENTS

- | | | |
|----|--|---|
| 1. | Issuance of Solicitation | August 19, 2005 |
| 2. | Mandatory Pre-Bid conference:
USC – Purchasing Department
1600 Hampton Street, Room 605
Columbia, SC 29208 | August 31, 2005
10:00 AM |
| 3. | * Deadline for receipt of questions regarding this bid. | August 31, 2005
At end of conference |
| 4. | Public opening and deadline for receipt of responses | September 12, 2005
11:00 AM |
-

*** MAIL QUESTIONS TO:** University of South Carolina
1600 Hampton Street, Suite 606
Columbia, South Carolina 29208
Attn.: Venis Manigo

EMAIL QUESTIONS TO: venis.manigo@sc.edu

Email with the questions attached in MS Word is the preferred method of receiving questions. If you choose to mail your questions you must MARK YOUR ENVELOPE “QUESTIONS FOR USC-FPB-0663-VM” and include an electronic copy in MS Word.

MAIL or HAND CARRY PROPOSALS TO: University of South Carolina
1600 Hampton Street, Suite 606
Columbia, South Carolina 29208

MARK PROPOSAL: USC-FPB-0663-VM

NUMBER OF RESPONSES:
Hard Copy: One (1) Original and Three (3) Copies

- I. Scope of Solicitation**
- II. Instructions to Offerors**
 - A. Special Instructions**
 - B. General Instructions**
- III. Scope of Work / Specifications**
May be blank if Bidding Schedule / Cost Proposal attached
- IV. Information for Offerors to Submit**
- V. Qualifications**
- VI. Award Criteria**
- VII. Terms and Conditions**
 - A. Special**
 - B. General**
- VIII. Attachments to Solicitation**

I. Scope of Solicitation

UNARMED SECURITY GUARD SERVICES- AGENCY TERM CONTRACT

Scope of Services

The purpose of this bid invitation is to provide sources for unarmed security guard services as listed herein for the University of South Carolina. Contract providers will be placed on a provider list from which the Division of Law Enforcement and Safety will select a contract provider for selected duties as required throughout the University. Being placed on a provider list does not guarantee that a provider will be asked to supply unarmed security guard services.

Maximum Contract Period: 5 years from date of award.

II. Instructions to Offerors

A. Special Instructions

Type of Contract

An agency contract or contracts will be awarded by the University of South Carolina Purchasing department for the period indicated and in accordance with the provisions and conditions of this solicitation.

Bidding Instructions

A Vendor Checklist is enclosed for your use in providing ALL the required items. Failure to include all requirements will result in rejection of the bid.

MANDATORY PRE-BID CONFERENCE:

See page 2 for date, time and location.

Due to the importance of all vendors having a clear understanding of the specifications and requirements of this contract, attendance at this meeting will be a prerequisite for bidding on this contract. Therefore, bids will be considered only from those vendors who are represented at this conference. Attendance will be evidenced by the representative's signature on the attendance roster.

B. General Instructions

AMENDMENTS TO SOLICITATION (AUG 2004) (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov. (b) Offerors shall acknowledge receipt of any Amendment to this solicitation (1) by signing and returning the Amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the offeror received the amendment.

AWARD NOTIFICATION (AUG 2004) Notice regarding the University's intent to award a contract will be posted at the location specified on the Cover Page. The date and location of posting will be announced at opening. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the sixteenth day after such notice is given.

BID / PROPOSAL AS OFFER TO CONTRACT (AUG 2004) By submitting Your Bid or Proposal, You are offering to enter into a contract with the University of South Carolina. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

DEADLINE FOR SUBMISSION OF OFFER (AUG 2004) Any offer received after the procurement officer or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the University's mail room which services the purchasing office prior to the bid opening. [R.19-445.2070(H)]

DEFINITIONS (AUG 2004) Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation. For additional definitions, see the terms and conditions below.

- (1) AMENDMENT - means a document issued to supplement the original solicitation document.
- (2) BUYER - means the Procurement Officer.
- (3) COVER PAGE - means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
- (4) OFFER - means the bid or proposal submitted in response this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer."
- (5) OFFEROR - means the single legal entity submitting the offer. The term "Bidder" is used interchangeably with the term "Offeror." See bidding provisions entitled "Signing Your Offer" and "Bid/Proposal As Offer To Contract."
- (6) PROCUREMENT OFFICER - means the person, or his successor, identified as such on the Cover Page.
- (7) YOU and YOUR - means Offeror.
- (8) SOLICITATION - means this document, including all its parts, attachments, and any Amendments.
- (9) SUBCONTRACTOR - means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.

DUTY TO INQUIRE (AUG 2004) Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in

compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the University's attention.

OMIT TAXES FROM PRICE (AUG 2004) Do not include any taxes in Your price that the State may be required to pay.

PROTESTS (AUG 2004) Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within fifteen days of the date notification of award is posted in accordance with this code. A protest shall be in writing, submitted to the appropriate chief procurement officer, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided. [§ 11-35-4210]

PUBLIC OPENING (AUG 2004) Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

QUESTIONS FROM OFFERORS (Aug 2004) (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The University seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer - as soon as possible - regarding any aspect of this procurement, including any aspect of the Solicitation, that unnecessarily or inappropriately limits full and open competition.

RESPONSIVENESS / IMPROPER OFFERS (AUG 2004) (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. While multiple Offers may be submitted as one document, Offeror is responsible for clearly differentiating between each separate

USC-FPB-0663-VM

Offer. If this solicitation is a Request for Proposals, each separate Offer must include a separate cost proposal.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

RESTRICTIONS APPLICABLE TO OFFERORS (AUG 2004) By submitting an Offer, You agree not to discuss this procurement activity in any way with any university department or its employees, agents or officials. All communications must be solely with the Procurement Officer. This restriction expires once a contract has been formed and may be lifted by express written permission from the Procurement Officer.

SIGNING YOUR OFFER (AUG 2004) Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (AUG 2002) This solicitation incorporates the following solicitation provision(s) by

reference, with the same force and effect as if they were given in full text. The full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.procurement.sc.gov> .

Bid Acceptance Period (Aug 2004)

Bid In English & Dollars (Aug 2004)

Certification Regarding Debarment And Other Responsibility Matters (Aug 2004)

Drug Free Work Place Certification (Aug 2004)

Ethics Act (Aug 2004)

Rejection/Cancellation (Aug 2004)

State Office Closings (Aug 2004)

Taxpayer Identification Number (Aug 2004)

Withdrawal Or Correction Of Offer (Aug 2004)

SUBMITTING CONFIDENTIAL INFORMATION (August 2002): (An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contend contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining

whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

SUBMITTING YOUR OFFER OR MODIFICATION (AUG 2004) (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by approved electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the offeror. (b) Each Offeror must submit the number of copies indicated on the Cover Page. (c) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (d) Facsimile Offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (e) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS (AUG 2004) Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is capped at \$25,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 6 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. Reference: SC §11-35-5010 - Definition for Minority Subcontractor & SC §11-35-5230 (B) - Regulations for Negotiating with State Minority Firms.

III. Scope of Work / Specifications

The attached detailed specifications must be complied with in providing the services identified herein.

OVERALL ADMINISTRATIVE REQUIREMENTS

The University of South Carolina Division of Law Enforcement and Safety is the primary department responsible for all safety and law enforcement issues concerning the University. The Director of the Division, or his designee, shall have final authority over all matters regarding this contract.

The contractor will supply guards for general University purposes, Coliseum events, Housing, and School of Medicine. Numbers of guards varies, but total hours could exceed 60,000 annually. Billing will be sent to the necessary submit of the University for verification and payment.

The Contractor will have a representative meet the designated officials from the University to discuss security concerns as necessary.

The Contractor will maintain an office in Columbia. Such contractor shall have at least 1 phone number that is operated 24 hours a day, 7 days a week, for contact by the University where they can immediately reach a person in authority.

The Contractor must agree to indemnify and save harmless University of South Carolina from claims, suits, actions, damages and costs arising out of or resulting from the performance of this contract, vandalism and acts of God excepted.

Such guards shall be employees of the Contractor, who shall pay all salaries, all social security, unemployment insurance, and any similar taxes for its employees.

Except where there may be otherwise noted, all guards will be paid a minimum of \$1.50 above the current minimum wage.

Contractors acknowledge that the following acts shall constitute a breach of this agreement. Such acts include, but are not limited to the following:

- ? Contractor's employee does not report for work as scheduled.
- ? Contractor's employee reports to work out of uniform.
- ? Contractor's employee reports to work under the influence of alcohol or illegal drugs.
- ? Contractor's employee fails to perform his or her assigned duties (e.g., asleep on the job, fails to verify the status of individuals entering facilities, etc.).
- ? Contractor's employee engages in any other act that could adversely impact the health and/or safety of the University community.

Contractor agrees that if it breaches the agreement in any of the foregoing ways, then the University will suffer damages, and that the damages will be difficult to quantify. Therefore, the parties agree that Contractor will pay as liquidated damages, and not as a penalty, the following amounts per violation, which represent reasonable estimates of probable loss suffered by the University:

ACT	AMOUNT
Contractor's employee reports for work out of uniform.	\$25 per occurrence
Contractor's employee does not report for work as scheduled.	\$50 per occurrence
Contractor's employee reports for work under the influence of alcohol or illegal drugs.	\$50 per occurrence
Contractor's employee fails to perform his or her assigned duties (e.g., asleep on the job, fails to verify the status of individuals entering facilities, etc.).	\$100 per occurrence
Contractor's employee engages in any other act that could adversely impact the health and/or safety of the University community	\$100 per occurrence

Assessed charges will be invoiced on a monthly basis.

In the event that the contract is terminated for cause, the contractual remedies allowed by state law as contained in this document shall also be imposed.

A. Assignments and Work Schedules

- a. The University of South Carolina (hereafter referred to as the University) may, without cost, cancel any work schedule or assignment upon notice to the company.
- b. The University reserves the right to reject any supervisor or officer from an assigned duty without consent.
- c. All work schedules and assignments are expected to be completed as requested. In the event of an employee emergency, the company shall immediately notify the designated University supervisor when an assigned duty post must be vacated and of the time period required to post replacement personnel.
- d. Officers are required to be on time and properly dressed and equipped for the work assignment.
- e. The company supervisor shall conduct a briefing for all officers to explain assignments and any special information pertinent to duty. The briefing shall be conducted for all assignments and completed prior to the designated duty hour.

- f. Officers may be required to work an eight-hour shift without a meal period or rest break. If the assignment can be conducted and breaks taken, two 10-minute rest periods and one 30-minute meal period are permissible. The designated University supervisor shall be notified at the beginning and end of each break and meal period. Such breaks are only authorized with the consent of the University supervisor and while a replacement is present.
- g. Officers shall not leave an assigned duty post with permission of the designated University supervisor except when being relieved by another officer.
- h. The company must be able to provide a minimum of twenty security guards familiar with the campus who can respond to an emergency situation on campus within a two-hour period after notice.

B. Reporting

- a. Events of the following kind must be reported to the University PD supervisor immediately:
 - 1) Any circumstance that involves personal injury or property damage.
 - 2) Any hazardous circumstance that could involve imminent, personal injury.
 - 3) Any violation of the law or suspicious circumstance.
- b. Officers should have experience in completing statement and report forms. Reports should be factual, in chronological order and should contain clear language. Reports should not contain slang or radio codes.
- c. Any time an officer observes or is involved in a criminal incident, he/she should be prepared to make a statement that is factual and in chronological order.
- d. Required written reports should be completed prior to leaving at the end of duty.

C. Training, Certification and Bonding

- a. The company and its employees must be licensed with SLED as required by South Carolina Law.
- b. Security Officers must be bonded if required by South Carolina Law.
- c. Prior to being placed for duty, each officer is required to have participated in SLED certification classes as mandated in SLED regulations pertaining to Security Officers. Each officer must have in his/her possession the SLED registration card as required by law.
- d. Officers must possess basic skills common to security officer duties including but not limited to the ability to:

- 1) Communicate clearly both orally and in writing.
 - 2) Follow directions and orders.
 - 3) Display interpersonal skills in dealing with large crowds.
 - 4) Direct vehicular traffic—using hand signals in daytime and flashlight batons in nighttime situations.
 - 5) Secure restricted areas and limit access to authorized persons.
 - 6) Recognize safety hazards and initiate appropriate action.
 - 7) Assist police with law enforcement duties.
- e. In addition to specific training requirements of each lot, the company shall certify that an officer has received a sufficient amount of on-the-job training for each specific assignment prior to an officer being allowed to work alone.
- f. The company shall bear all training costs.

D. Conduct

- a. All security officers, who park their vehicles on the campus of the University must register their vehicles and display a current university decal/hangtag.
- b. Officers should be polite and courteous when dealing with the public. At times, officers may have to be firm in order to fulfill their mission; yet, they should remain courteous and professional.
- c. The primary concern of officers while on duty will always be the safety and welfare of the public.
- d. The use of profanity, off-color remarks, or discriminatory jokes (i.e. race, ethnicity, sex, handicap, etc.) while on duty is prohibited. Officers will not fraternize, solicit, or attempt to obtain personal property or thing of value from any University faculty, student, staff or guest.
- e. Officers are expected to come to work rested in order to remain alert while on duty. Sleeping or the appearance of sleeping on duty is grounds for immediate disciplinary action.
- f. Officers shall not show up for work with the slightest odor of alcohol on their breath. Officers shall refrain from reporting to work under the influence of prescription or non-prescription drugs which impair their abilities or senses. Consumption of alcohol or dangerous drugs while on duty shall be cause for immediate suspension from duty and disciplinary action.
- g. Officers shall conduct themselves to comply with the University Police Department code of ethics at all times while on University property.

- h. Officers who are involved in an incident may be required to appear in court and testify. Dress code for court is full uniforms or coat and tie for men and business attire for women.
- i. Standard notification for guards will be two (2) days notice with a minimum of two (2) hours- for emergency situations.

E. Uniforms and Appearance

- a. The company is required to provide uniforms to all officers. Uniforms and badges must all conform to the following standards:
 - 1. Shirts must be T-shirt style with a crew neck.
 - 2. Shirts must be medium canary yellow as approved by USC Law Enforcement and Safety.
 - 3. Shirts must bear the word "SECURITY" on the back in three inch letters and on the front right breast in one inch letters.
 - 4. A badge may be put only on the front right breast below the word SECURITY and can be no larger than three inches high and two inches wide.
 - 5. The company name may be put only on the front right breast under the badge.
 - 6. Coats must bear a shoulder patch with the company name and the word "security" or "security officer".
 - 7. Raincoats must be a bright color such as yellow or orange.
 - 8. Traffic safety vests must be a bright color and incorporate light reflecting material.
 - 9. Pants must be black in color and full length.
- b. Officers shall report for duty neat and clean with freshly laundered uniforms and shoes polished. All assignments must be performed in full uniform unless otherwise requested for a specific assignment.
- c. Issued hats or caps are required to be worn outside; they are optional inside.
- d. An exception for additional clothing will be made in severe weather conditions.

F. Equipment and Supplies

- a. All officers shall report for duty with the following equipment:
 - 1) Pens and/or pencils and a note pad.
 - 2) Officers with after-dark assignments shall report for duty with a flashlight.

- 3) Traffic assignments require a traffic safety vest to be worn and, if after dark, a flashlight with a traffic wand attached.
- b. Flashlights and batteries shall be provided by the company and shall provide at least as much light as a standard two D-cell flashlight.
- c. Equipment provided by the University must be signed in and out on the proper log. Malfunctioning equipment should be reported immediately. The company shall be held responsible for abuse, neglect or loss of equipment issued to officers.

G. Radios

- a. The University may furnish radio communication equipment for key personnel while performing their duties at the University. The company supervisor shall designate personnel to receive radios at briefing sessions.
- b. When officers are using radios furnished by the University, they are expected to use clear English when describing a problem if the proper radio code is not known. Radio transmissions should be restricted to brief business messages. Unnecessary chatter is prohibited.
- c. Officers are required to monitor the radio-channel designated for their specific duty assignment. The radio should have the volume and squelch controls adjusted in a manner to be able to hear and respond to calls at all times.

H. Supervisors

- c. Supervisory needs will vary depending upon events and functions. The company must be able to provide a minimum of one supervisor for each ten officers upon request.
- d. Supervisors are expected to be knowledgeable in all respects and functions they are to perform as well as their subordinate's duties and functions. In addition to basic security officer skills, supervisors should possess a minimum of the following additional skills:
 - 1) Knowledge of campus locations and facilities.
 - 2) Ability to deal with individuals associated with colleges and universities including faculty, staff, students and visitors to campus.
 - 3) Ability to ensure that subordinates are properly performing assigned duties and are productively occupied.
- e. The University may require resumes for supervisors depicting related training and experience.

- f. Supervisors are required to attend briefings when requested by a designated official of the University.

I. Billing/Rates

- a. Billing may be based on a minimum payment for four hours service per call.
- b. Billing must be based on the contract rate for service provided. Time and one-half rates or other premiums will not be paid for any service, including service requested on holidays or for services provided by officers who are on duty for more than 40 hours in one week.
- c. Invoices consisting of an original and two copies with time sheets showing employee's name, hours and function or location of services must be submitted within 5 days of service provided by the company. In situations where services are provided over longer periods, invoices must be submitted each two week period.
- d. Invoices must be separate for each service provided. They shall be forwarded to the designated University official.

Invoices for all on-campus events to be mailed to:

University of South Carolina Police Department
ATTN: Chris Wuchenich
1501 Senate St
Columbia, SC 29208

Invoices for the residence halls to be mailed to:

University of South Carolina
Housing and Residential Services Security
Associate Director for Residence Life
1215 Blossom Street
Columbia, SC 29208

Invoices for the USC School of Medicine are to be mailed to:

USC School of Medicine Support Services
ATTN: Mr. John Wiggins
Columbia, SC 29208

CONTRACT SECURITY GUARD SPECIFICATIONS FOR HOUSING

Level of Staffing in the Residence Halls

USC-FPB-0663-VM

- ? Provide up to 19 guards to staff 19 posts in the residence halls, 1-2 rover or relief guards, and one on-site supervisor.
- ? Hours to be staffed are either 12:00 a.m. to 9:00 a.m. or 12:00 a.m. to 8:00 a.m., 7 days per week, during the academic year (excluding school break periods).
- ? Provide additional staffing of the residence hall desks, during openings and closings, break periods, up to 24 hours per day, in halls that are open. There are usually 3-5 residence halls open during Thanksgiving, Winter, and Spring Break.
- ? Provide security staffing for 1-5 summer school residence halls, with hours either 12:00 a.m. to 9:00 a.m. or 12:00 a.m. to 8:00 a.m.
- ? Provide security staffing as needed for summer conferences.
- ? Provide security staffing as needed for unanticipated emergency situations.
- ? Standard notification for guards will be two (2) days, with a minimum notice of two (2) hours for emergency situations.
- ? The approximate number of hours per year is 60,000.

Responsibilities of Security Guards

- ? Security Guards will staff the front desk of residence halls during assigned hours. Guards should arrive at their post no less than 5 minutes prior to their shift.
- ? Security Guards who are assigned to a front desk are expected to remain alert and observant, reporting unusual situations, resolving such situations, and interacting professionally with clientele (students, parents, staff).
- ? Security Guards should never leave the front desk un-staffed. Guards will be provided breaks by the “relief/rovers” and/or “on-site supervisor.”
- ? Security Guards who are assigned to a front desk should sign in and sign out of the Housing Desk Log and make notations in the log concerning events occurring while on duty.
- ? Security Guards who are assigned to a front desk should check keys of students accessing the building and sign in and sign out visitors in accordance with building procedures.

- ? Security Guards will staff 2-4 posts that are not located at a front desk (ex. McBryde and the Roost). Guards assigned to these posts will walk/patrol the grounds areas, check to make sure exterior doors are secure, check parking areas, walkways, etc. that are adjacent to the residence hall.

Responsibilities of the On-Site Supervisor and Relief/Rovers

- ? The on-site supervisor will be stationed at the Evening Services Office. The supervisor will also make rounds of the buildings, checking on guards, throughout the shift. The on-site supervisor is required to use a cellular telephone while making rounds. This number will be provided to desk locations and housing staff. This supervisor is responsible for overseeing the staffing of all posts and the job performance of guards while on duty.
- ? The Relief or Roving Guards will check in at the Evening Services Office prior to the beginning of the shift. The Relief/Rover will check in with all desks or posts at regular times during the evening to give breaks to the guards assigned to desks. This is critical in that no residence hall should ever be left un-staffed.

PU & Billing

- ? Security Guards who are to work night time shifts will be paid no less than \$2.00 per hour above the legal minimum wage.
- ? Instructions for billing for security services provided for the Department of Housing will be provided upon issuance of the contract.

Adjustment of Services

- ? The Department of Housing reserves the right to adjust the number of security guards, duty schedule, or locations as may be deemed necessary during the contract period. The hourly cost per security guard shall be utilized to obtain the change in contract price resulting in adjustments in service.

Training & Requirements

- ? All security guards assigned to work with Housing must meet the general requirements, qualifications, and training outlined for all guards.
- ? In addition, all security guards assigned to work with Housing must complete a specific housing training prior to working.
- ? Additional training may be required as additional training needs are identified.

Primary Housing Contact:

Associate Director for Residential Life
1215 Blossom Street
University of South Carolina
Columbia, SC 29208
803 777-4129 office
803 777-4349 fax

SPECIFICATIONS FOR USC SCHOOL OF MEDICINE

The University Police Department will transport all guards to the School of Medicine. Guards will report to the University Police Department. Guards will 'sign in' on arriving and departing the premises of the School of Medicine.

Contract guards will check with Support Services for information pertaining to security prior to work at the School of Medicine. Under no circumstances should a new security guard be posted at the School of Medicine without proper instruction. Orientation will be provided by the School of Medicine officials for a representative of the contractor and the assigned contract guards prior to placement. Should you have any questions, contact John Wiggins, 803 733-3333.

IV. Information for Offerors to Submit

- a. Contract Hourly Rate: In Attachment A, provide the hourly rate to be charged to the University for performing the services as described in the specifications.
- b. Qualifications and Experience: Provide a description of company profile, structure, length of time in business and specific experience to indicate ability to perform, manage and service the University in accordance with the specifications as stated herein. Offeror must provide information that they meet the qualifications as provided in Part V. Describe company resources available including adequate staff to accomplish stated requirements and to serve the University during peak demands. Submit resumes indicating the credentials and experience of key personnel to be assigned to this program and their training and qualifications. Include a copy of the SLED license and the required local business license.
- c. References: Offeror should provide a minimum of five (5) references; one of which must be a University. Such listing should include three (3) clients for whom your company is currently providing services of similar size and scope and the length of the contract. List must include institution name and contact persons with complete and accurate mailing addresses and telephone numbers and contain any required written consent from clients listed as references to allow the University to inquire about the company performance.
- c. Insurance: Offeror must provide evidence of insurance as requested in this solicitation, with the University of South Carolina as the named insured.

V. Qualifications

Offeror must have at least 10 years experience as a licensed company before being considered. Furthermore, offeror must have been awarded contracts which call for a minimum of 25,000 hours per year within the last 2 years and provide evidence and references for the same.

Offerors must submit the names of five or more clients where they presently provide services and minimum manpower levels of the following:

- 1) Concerts -- 3 client, minimum three events, with attendance of 8,000 or more and requiring 20 or more security officers.
- 2) Building and Personnel Security -- 2 clients, one with a requirement of seven nights per week using at least 12 security officers and one with a requirement of at least three nights per week service with responsibility

USC-FPB-0663-VM

for building security and access, patrol for fire, theft, vandalism, and other problems arising with buildings, contents, occupants or residents.

VI. Award Criteria

Evaluation/Award

Award will be made to all responsive and responsible bidders to the University's request for competitive fixed price bidding. The maximum pay rate per hour is listed in Attachment "A".

During the term of this contract, the University may add additional contractors annually to the approved provider list upon verification of the contractor's qualifications as mandated herein by the University.

VII. Terms and Conditions

A. Special

SPECIAL CONTRACT CLAUSES

Bidding Condition of Price

Bid price must be fixed for the initial contract period, except the University shall be advised of, and receive the benefit of, any price decrease. The contractor must agree to provide written price reduction information within ten (10) days of its effective date.

Insurance Requirements

Certificate of insurance evidencing the required **Employment Practices Liability Insurance** coverage must be provided with the bid response. Failure to provide this evidence will be considered as though no EPLI coverage is in force and will result in rejection of the bid. Also, all other liability insurances as specified herein must be maintained during the entire term of the contract.

Indemnification

The University of South Carolina, its officers, agents, and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any materials furnished by the contractor, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to use the materials in the manner outlined by the contractor in descriptive literature or specifications submitted with the contractor's bid.

Service

All bidders are required to have an adequate service organization with local service representative for the geographical area for which the bid is applicable. The service representative should be employed by the bidder or designated by him as his authorized representative on a full time basis and not as a subcontractor.

Term/Option to Extend:

Initial contract period: One year from date of award.

A resulting contract will automatically extend on each anniversary date unless either party elects not to extend the contract. Extensions may be less than, but will not exceed 4 additional one (1) year periods. If contractor elects not to extend on the anniversary date, the contractor must notify the University of South Carolina Purchasing department of its intention in writing ninety (90) days prior to the anniversary date.

Contract Usage Report

Successful contractor(s) will be required to file a contract usage report quarterly identifying contract number, item description, sales volume (quantity) by paying agency, and total sales. The contract usage report will be required within 15 days after the end of each quarter and an annual summary report within 15 days after the contract's anniversary or expiration date. These reports will be submitted to the University of South Carolina Purchasing department, Attention: Venis Manigo, 1600 Hampton Street, Suite 606, Columbia, S.C., 29208. Note: failure to comply with this provision may subject this contract to termination for cause.

B. General

AFFIRMATIVE ACTION: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741-4.

ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the University of South Carolina Purchasing department.

CONTRACT AMENDMENTS: Amendments to any contract between the agency and the contractor must be reviewed and approved by the University of South Carolina Purchasing department.

COMPLIANCE WITH FEDERAL REQUIREMENTS: State or Federal requirements that are more restrictive shall be followed.

FORCE MAJEURE: The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

INDEMNIFICATION: The University of South Carolina, its officers, agents, and employees, shall be held harmless from liability from any claims, damages and actions of any nature arising from a resultant contract, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to comply with the offer as outlined in the offeror's proposal.

LEGAL OR CONSULTANT SERVICES: If this contract is for legal or consultant services, it is subject to the provisions of Section 11-9-105 of the 1976 Code of Laws of South Carolina as amended. "Any contract for legal or consultant services entered into by a state agency or institution shall include a provision which requires completion of all services. The Provisions shall further require that in the event all services are not fully rendered as provided for in the contract, any Monies which have been paid by the agency under the contract must be refunded to the agency along with a twelve (12) percent penalty".

PAYMENT FOR GOODS & SERVICES: Payment for goods & services received by the University shall be processed in accordance with Section 11-35-45 of the South Carolina Procurement Code.

PRIME CONTRACTOR RESPONSIBILITIES: The contractor will be required to assume sole responsibility for the complete effort as required by this RFP. The University will consider the contractor to be the sole point of contact with regard to contractual matters.

RECORDS RETENTION & RIGHT TO AUDIT: The University shall have the right to audit the books and records of the contractor as they pertain to this contract, both independent of, and pursuant to, S.C. Code Section 11-35-2220. Such books and records shall be maintained for a period of six (6) years from the date of final payment under the contract. The University may conduct, or have conducted, performance audits of the contractor. The University may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the University. Pertaining to all audits, contractor shall make available to the University access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the contractor shall be made available for auditing purposes at no cost to the University.

SOUTH CAROLINA GOVERNING LAW CLAUSE: The Agreement and any dispute, claim, or controversy relating to the Agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of

either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.

SUBCONTRACTING: If any part of the work covered by this RFP is to be subcontracted, the offeror shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the University. The offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the offeror.

TERMINATION: Subject to the Provisions below, any contract resulting from this proposal may be terminated by the University of South Carolina Purchasing department provided a thirty (30) days advance notice in writing is given to the contractor.

Non-Appropriations: Funds for this contract are payable from State and/or Federal appropriations. In the event sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to the University of South Carolina.

Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the University without the required thirty (30) days advance written notice, then the University shall negotiate reasonable termination costs, if applicable.

Cause: Termination by the University for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein shall apply.

Default: In case of default on contractor, the University reserves the right to purchase any or all items/services in default in open market, charging contractor with any excessive costs. **SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.**

OFFEROR RESPONSIBILITY: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for the University pursuant to this contract shall belong exclusively to the University.

OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for the State pursuant to this contract shall belong exclusively to the University.

PURCHASING LIABILITY: The University of South Carolina Purchasing department is acting under the authority given to it in the Consolidated Procurement Code to procure contracts on behalf of its departments and acts only as their agent in this respect. The resulting contract is between the department and the successful offeror and the University of South Carolina Purchasing department bears no liability for any damages that any party may incur in the execution or enforcement of the contract.

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at **803-898-5383** or visit the Department's website at www.sctax.org.

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-5383.



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
**NONRESIDENT TAXPAYER
REGISTRATION AFFIDAVIT
INCOME TAX WITHHOLDING**

I-312
(Rev. 6/26/01)
3323

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____

2. Trade Name, if applicable (Doing Business As):

3. Mailing Address: _____

4. Federal Identification Number: _____

5. _____ Hiring or Contracting with:
Name: _____

Address: _____

_____ Receiving Rentals or Royalties From:
Name: _____

Address: _____

_____ Beneficiary of Trusts and Estates:
Name: _____

Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):

- The South Carolina Secretary of State or
- The South Carolina Department of Revenue

Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-84-44 (B) (5) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) _____ Date

If Corporate officer state title: _____

(Name - Please Print)

BIDDER'S CHECKLIST

AVOID COMMON BIDDING MISTAKES

Review this checklist prior to submitting your bid.
If you fail to follow this checklist, you risk having your bid rejected.

DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!

UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.

REREAD YOUR ENTIRE BID TO MAKE SURE YOUR BID DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.

MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE HEADING ENTITLED : FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. *DO NOT MARK YOUR ENTIRE BID AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!*****

HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.

MAKE SURE YOUR BID INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.

MAKE SURE YOUR BID INCLUDES THE NUMBER OF COPIES REQUESTED.

CHECK TO ENSURE YOUR BID INCLUDES EVERYTHING REQUESTED!

CHECK *AGAIN* TO ENSURE YOUR BID INCLUDES EVERYTHING REQUESTED!

IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS! PLEASE SEE BIDDING INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.**

This checklist is included only as a reminder to help bidders avoid common mistakes. Responsiveness will be evaluated against the solicitation, ***not*** against this checklist.
You do not need to return this checklist with your response.

ATTACHMENT A

DESCRIPTION OF SERVICES	MAXIMUM HOURLY RATE	OFFEROR'S CONTRACT RATE
Unarmed Security Guard Services per enclosed specifications	\$13.00	\$

Provide details on the pricing components used to derive your proposed hourly rate, to include, but not limited to:

- ? Uniform costs
- ? Management costs
- ? Profits
- ? Employee pay rates

Attachment B

**S.C. STATE BUDGET & CONTROL BOARD
OFFICE OF GENERAL SERVICES
MATERIALS MANAGEMENT OFFICE
1201 MAIN STREET, SUITE 600
P.O. BOX 101103
COLUMBIA, S.C. 29201**

SPECIFICATIONS FOR SECURITY GUARD SERVICE

(This specification is released for procurement purposes until revised, rescinded or withdrawn)

SCOPE

This specification covers services for furnishing all labor, material, equipment, supplies and transportation necessary to provide the required level of service.

I. CLASSIFICATION

This section is not applicable.

II. APPLICABLE STANDARDS

S.C. Code of Laws 1976 – Title 40, Sec 40-17-10
Provide Detective and Private Security Agencies Act
State of South Carolina
State Law Enforcement Division
P.O. Box 21398
Columbia, S.C. 29221

S.C. Private Detective and Security Agencies Rules and Regulations
State of South Carolina
Law Enforcement Division
P.O. Box 21398
Columbia, S.C.

III. REQUIREMENTS

A. Licenses/Registration

The Security Agency and security officers performing services pursuant to this bid package and specifications shall be licensed or registered in accordance with S.C. Code of Laws 1976 – Title 40, Sec 40-17-10, Private Detective and Private Security Agencies Act. Also, when applicable, each security officer shall be required to maintain a current permit to carry firearms in accordance with the law. Verification

of compliance with the law shall be furnished upon request. The Security Agency awarded the contract shall submit, prior to start date, a list of all security officers assigned to this contract along with registration/identification cards as approved/provided by SLED.

B. Security Agency Office

A business office shall be maintained which is properly equipped and staffed to carry out all normal business functions of a private security agency.

Any additional means as may be necessary to fulfill the requirements of this bid package and specifications shall be established.

C. Security Coverage

Security coverage is defined as prevention of loss of property or harm to personnel by monitoring for fire, theft, vandalism or unauthorized persons conducting themselves in an unsafe or unruly manner.

D. Security Agency Employees

All security officers provided shall be employees of the security agency. The security agency shall pay all salaries, Social Security taxes, and Federal and State unemployment insurance and any other required taxes relating to such employees.

E. Code of Conduct

All security officers assigned shall be bound at all times by a code of conduct which strictly regulates their personal appearance, conduct, attitude and conduct with people.

F. Physical Condition of Officers

Assigned security officers must be in good physical health and condition and shall have no physical disability, which restricts or impairs performance of all duties and responsibilities normally expected of a security officer.

G. Training Officer

A certified company training officer shall have met all requirements for such officer as established by law and be recognized by the S.C. Law Enforcement Division. Such Officer shall have attended a training seminar conducted by SLED of at least forty (40) hours and shall be required to attend refresher or update training as may be required by SLED.

H. Training Records

A current formal training record on each officer assigned shall be established and maintained to formally document all training provided. Such records shall include training required by law for registration by SLED, all weapons qualifications training and any specialized training the officer has received. All such training records shall be made available to the State upon request.

I. Officer Attire

The security agency shall supply all security officers assigned with appropriate professional uniforms and nametags, and any special safety equipment required in the performance of their duties. Firearms and related equipment such as mace and black jack, when required, shall be as indicated in the Other Provisions (continued) section of this bid package.

All security agency uniforms must be clearly distinguishable from that of an official law enforcement officer as provided for in the S.C. Private Detective and Security Agencies Rules and Regulations.

J. Supervision

The security agency shall be responsible for the direct supervision of all assigned officers through its designated representatives at the premises to which this contract relates. Such representatives shall in turn be available at reasonable times to report to and confer with the designated representatives of the State with respect to services.

K. Administrative Supplies

The security agency shall provide all registration forms, incident report forms, log books, investigation report forms, check off sheets and other administrative supplies necessary to carry out all requirements of the contract.

L. Indemnification

The security agency shall be held for theft, loss or damage to personnel or property resulting from the negligent, fraudulent or dishonest act(s) of its employees.

It shall be expressly agreed and understood between the parties of this contract that the security agency does hereby agree to indemnify and hold harmless the State of South Carolina from all claims, suits, actions, damages and costs of every description arising out of or resulting from the performance of this contract or from the failure of the security agency to perform under this contract, acts of God expected.

M. Polygraph Test

Security officer's involvement or suspected involvement in any allegation or misrepresentation will require that he submit to polygraph testing.

N. General Duties

The security officers assigned shall perform the following general security duties:

1. Report any unusual incidents or hazardous conditions as soon as possible to representatives designated by the State. These may include, but not be limited to, fire, criminal activity, chemical spills, telephone outage, power outage, equipment malfunction, etc.
2. Submit a written report covering all incidents or hazardous conditions referenced in 1 above at that conclusion of each tour.

3. Perform all specific duties in accordance with bid requirements. These duties shall include, but not be limited to, inside patrol areas, work schedules, contract personnel, maintaining daily activity log and any other duties as may be specified in the Other Provisions (continued) section of this bid package.
4. Officer personnel shall also perform any additional future duties, which the State and contractor may agree upon in writing after these duties haven had been duly authorized in writing by proper authority. Such duties may include, but not be limited to, monitoring of specific plant equipment and exterior security lightning, inspection of fire detection and control equipment, outside patrol areas which may require use of vehicle, traffic and crowd control, administering first aid, permanent assignment of security officers, etc.

O. Adjustments of Services

The State reserves the right to adjust the number of security guards, duty schedule or locations as may be deemed necessary during the contract period. The hourly cost per security guard shall be utilized to obtain the change in contract price resulting in adjustments in service.

P. Insurance

The contract shall provide and maintain during the entire period of performance under this contract the following insurance:

1. Workman's Compensation and Employer's Liability must be provided covering all individuals engaged in any work under this contract. Insurance coverage must meet requirements of South Carolina laws regarding Workman's Compensation Insurance.
2. General Liability for Bodily Injury and Property Damage of \$1,000,000 minimum coverage.
3. Personnel Liability covering the risks of false arrest, false imprisonment, malicious prosecution, defamation of character, libel or slander caused by any acts of the contractor's employees while acting within the scope of their duties. Minimum coverage of \$1,000,000.
4. Employee Dishonesty Bond covering the risk incidental to any direct loss of money or other property caused by the contractor's employees for which the contractor may be liable. Minimum coverage of \$50,000 per occurrence.

Prior to the commencement of work hereunder, the security agency shall furnish to the State a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the

interest of the State in such insurance shall not be effective for such period as may be prescribed by the laws of the State of South Carolina. Insurance coverage must be with a company authorized to transact business in the state of South Carolina.

Q. WARRANTY

The contractor warrants to the State that all services performed as result of this bid and specifications will be performed in a professional manner consistent with industry practice.

SERVICE, PARTS AND MANUALS

This section is not applicable.

ACCEPTANCE EVALUATION AND QUALITY ASSURANCE

The contractor shall ensure a professional, reliable and efficient effort to protect the State's property and personnel against security and safety hazards.

The contractor agrees that the security services covered by this contract shall be performed in accordance with accepted security practices and standards. The contractor further agrees that upon request by the State any of the employee's assigned, who in the opinion of the State is not performing satisfactorily, will be reassigned in a timely manner (24 hours notice in case of emergency). Furthermore, the State may at any time exercise the option to interview officers before assignment.

Contractor must also furnish a telephone number for use while officer(s) is on duty. This number will be used to notify contractor of any problem encountered, i.e., complaint, failure of officer to report for duty, substitution of currently assigned officer, etc.

DELIVERY AND PAYMENT

Payment for services rendered shall be made monthly based upon valid and approved invoices submitted to the State. All invoices shall be verified against actual services rendered and must be signed by a state representative certifying that services have been received.