

Rock Hill Schools

Solicitation Number
Date Issued

Best Value Bid (BVB)

School Security Office Services

DUE DATE (Opening Date/Time): May 2, 2024 at 10:00 a.m.

LAST DAY FOR QUESTIONS: May 1, 2024 at 12:00 p.m.

NUMBER OF BID COPIES TO BE SUBMITTED: One (1) original UNBOUND copy, three (3) hard copies and (1) USB hand delivered or mailed.

SUBMIT YOUR OFFER TO THE FOLLOWING ADDRESS:

PHYSICAL MAILING ADDRESS:
Rock Hill Schools Purchasing Department 386 E. Black Street Rock Hill, SC 2973 Solicitation Number and Opening Date must appear on the envelope.

CONFERENCE TYPE	LOCATION
ADDENDUM(S)	Any addendum(s) will be posted at the following web address: http://www.rock-hill.k12.sc.us
<p>You must submit a signed copy of this form with your offer. By submitting a bid or proposal, you agree the following:</p> <ul style="list-style-type: none"> x Bound by the requirements, terms, stipulations, and terms of the solicitation. x Comply with all applicable Federal and State Laws and Regulations relative to discrimination in employment practices. x Not guilty of collusion, with other vendors possibly interested in this bid, in arriving at or determining prices to be submitted. 	
NAME OF OFFEROR (Full legal name of business submitting the offer)	OFFEROR'S TYPE OF ENTITY: (Check one)
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Other (Specify): _____ <input type="checkbox"/> Other (Specify): _____

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I. GENERAL BID INSTRUCTIONS AND CONDITIONS (Where Applicable)

A. Bids shall be publicly opened 10:00 AMon May 21, 2024. Bid openings shall be conducted in the
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B) It is the bidder's responsibility to determine whether they have received any or all addendum(s)

5.

By submission of this signed bid, the bidder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the state.

19. RIGHT TO PROTEST (Section 4210) Any actual or prospective bidder who is aggrieved in connection with the solicitation or award may submit a protest to the Director of Purchasing. The protest shall be submitted in writing within fifteen (15) calendar days of the date of issuance of the Invitation for Bids or Request for Proposal or other solicitation document, whichever is applicable, or amendment to it, if the amendment is at issue.

Any actual bidder or prospective bidder who is aggrieved in connection with the intended award or award of a contract shall protest to the Director of Purchasing. The protest shall be submitted within ten (10) days of the date award or notification of intent to award, whichever is earlier.

20. PROPRIETARY INFORMATION: Contractors shall visibly mark as CONFIDENTIAL each part of their Proposal which they consider proprietary information. Price may not be considered confidential proprietary information.

21. AWARDING POLICY The District reserves the right to select and award on an individual item basis, lot (group) basis or an "all or none" basis, whichever the District determines to be most advantageous. Therefore, individual prices per item must be indicated on the Proposal form. Contractors are encouraged to offer discounts for consideration of consolidated award. Furthermore, the District, in determining the lowest responsible Bidder on each of the items shall consider, in addition to the Proposal price, conformity to specifications, delivery, the District's opinion relative to the quality of materials/services being offered, training, suitability and adaptability of the services required by this solicitation. The District reserves the right to reject or accept any or all proposals and to waive any informalities and/or irregularities thereof.

In the event that identical proposals are received on like items, the Director of Purchasing shall award proposals in accordance with the District's Procurement Code.

22. STATEMENT OF COMPLIANCE AND ASSURANCES By submitting a Proposal in accordance with the District's Procurement Code, the bidder certifies that it is a responsible bidder and that it is not a debarred contractor.

The District reserves the right to disassemble any unit and subject each unit to any test necessary to determine its strength of character without being responsible for damage to the unit caused thereby. When cuts, drawings, samples, catalog references or detailed descriptions are required to support quotations or items included in the Proposal, it is to be understood that whatever is submitted with the Proposal in compliance with that requirement, will represent what the Vendor actually is offering and the

Where applicable, it shall include electrical data and connection diagrams for all utilities. The instructions shall also

Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

43. INSURANCE REQUIREMENTS: Contractor shall maintain, throughout the performance of its obligations under this contract, a policy or policies of Worker's Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, and destruction of, property arising out of or based upon any act or omission of the Contractor or any of its subcontractors or their respective officers, directors, employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract.

The successful Contractor shall provide a certificate of insurance within ten (10) calendar days after notification of award of the proposal. The insurance required shall be written for not less than totals listed below:

A. WORKERS' COMPENSATION

Statutory limits covering all employees, including Employer's Liability with limits of:

- \$500,000 Each Accident
- \$500,000 Disease Each Employee
- \$100,000 Disease Policy Limit

B. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

- \$1,000,000 General Aggregate (per project)
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury
- \$ 5,000 Medical Payments

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit Any Auto

44. WORKMANSHIP All workmen shall be thoroughly experienced and/or trained and certified in the particular trade or class in which they are employed. All work shall be done according to the specifications covering the class or type of work and shall meet the approval of the School District's representative.

45. LIABILITY The Contractor shall assume liability for damage or loss resulting from the wrongful act(s) and/or negligence of his employees. The Contractor's insurer shall reimburse the School District for any such damage or loss within 30 days.

Subcontracting

The Contractor shall not subcontract any portion of this contract without prior written approval from the School District, which consent shall not be unreasonably withheld provided, Contractor remains liable for performance of all items of this contract.

Laws

The Contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work, including those of Federal, State, and Local agencies having jurisdiction. This shall include but not be limited to minimum wages, labor and equal employment opportunity laws.

46. SAFETY, DAMAGE OR THEFT

Contractor shall be responsible for complying at all times of this contract with, OSHA, AHERA, SCDHEC, and EPA requirements and shall immediately report any loss of time or injuries to the Director of Operations at (803) 9811150.

47. SECURITY

The Contractor shall be responsible for safeguarding against loss, theft, or damage of all Rock Hill School Districts' property, materials, equipment, and accessories that might be exposed to the Contractor's personnel. Except as described under the Scope of Work and related paragraphs below, guns, knives, or other dangerous weapons shall not be allowed on campus. Smoking, alcohol and drugs are prohibited on the campus.

48. UNAUTHORIZED PERSONNEL: Contractor personnel shall not allow any unauthorized persons in school buildings (children, friends, or anyone else not authorized by School District or Contractor)

49. Use of tobacco products, alcohol, and profanity are prohibited on school property.

50. This solicitation document and any addendum(s) will constitute the contract when awarded.

51. CONTRACT PROVISION TO REQUIRE CERTIFICATION AND COMPLIANCE CONCERNING ILLEGAL

submission of this bid, the bidder as the prime contractor does hereby agree:

- A. To certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Law regarding Unauthorized Aliens and Public Equipment;
- B. To provide Rock Hill School District with any documents required to establish such compliance upon request; and
- C. To register and participate and require agreement from subcontractors and sub-subcontractors to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who provide the documents required pursuant to S.C. Code 14-20(B)(2).

1. Serve as a first responder to violent, disruptive, or other emergency incidents on school property. Tak

11. Other management related duties as assigned.

SPACE INTENTIONALLY LEFT BLANK

AUTHORITY AND JURISDICTION, PERMITS, LICENSES, AND ADHERENCE TO LAW

A. Prior to commencement of work under this contract, the Contractor shall:

1. Obtain, possess, and maintain all business and corporate licenses required to operate as a business and as a contract security business in the State of South Carolina. Failure by the Contractor to possess all required licenses will be grounds for termination for cause.
2. Obtain all licenses and permits required for each SSO to serve as an armed security officer in the State of South Carolina.
3. SSOs must possess a security officer registration certificate and security weapons permit to be assigned to work on the contract.
4. Provide any official bond(s) and insurance required, and pay any fees or costs involved or related thereto via the S11w Td 0 T2Tc 01Ti20/ veisB. The Contractor shall provide a copy of the contract to the State of South Carolina.

- vi. Any reasonable combination of the above as approved by the District representative.

2. In addition to the requirements in Item #1 above, the Supervisor must have at least five (5) years of experience supervising sworn law enforcement personnel, ~~statified~~ or ~~statelicensed~~ armed security officers, or uniformed military personnel. Such experience must ~~involved~~ the daily operational and administrative supervision of at least ten (10) personnel. Experience supervising personnel assigned to multiple sites is strongly preferred. The District representative may waive these requirements if determined to be in the best interest of the District.
3. Prior military or National Guard experience must be verified by the ~~Form 214D~~ including separation codes.
4. Disqualifying factors include conviction of a felony, a crime of violence, a serious misdemeanor, domestic violence, a crime involving a minor, driving while intoxicated or reckless driving within the past three years, a controlled substance violation (except those disallowed for consideration by law), or falsification of information provided on Contractor, ~~background~~ investigation, or District forms.

MEDICAL AND PHYSICAL QUALIFICATIONS

A. General

The Contractor is responsible for ensuring that all SSO ~~perform~~ perform the following essential functions, with or without reasonable accommodation.

1. Frequent and prolonged walking, standing, sitting, and stooping, up to 8 hours per day, either indoors or outdoors, during daytime hours. Outdoor duties may require the individual to withstand extreme heat, humidity, cold, and/or severe weather (e.g., ~~snow~~ snow, rain, hail, wind) for an extended time without shelter.
2. Frequent contact with students, faculty, law enforcement, and the general public, requiring the ability to speak clearly and distinctly and remain calm in stressful situations (e.g., confrontations with angry, distraught, disturbed, or violent persons).
3. Ability to maintain a high degree of alertness for up to 8 hours, with the ability to mentally and physically react quickly to a variety of unexpected and dangerous situations. Use of senses (sight, hearing, smell, touch) is necessary to discern unusual or dangerous situations.
4. Ability to use post security equipment; ability to use handcuffs, baton (if issued), chemical spray (if issued), Taser (if issued) or similar devices as issued, and firearm at any time while on duty.
5. Ability to read post assignments, write reports, and respond to both routine and emergency dispatches/orders.

6. Ability to respond to violent or potentially violent or disturbed individuals, or intervene in a crisis situation (e.g., provide emergency care while waiting for arrival of emergency services personnel).
7. Occasional running, sprinting, moving heavy objects, climbing stairs (e.g., in responding to

2. Prior to any individual being assigned to the contract, the Contractor must provide to the District representative a copy of the individual's resume, clearly reflecting that the individual possesses at least the minimum qualifications.
3. The District representative has the authority to deny any potential candidate who does not meet minimum qualifications.

B. Background Screening

SSOs must successfully complete a background investigation by the South Carolina Law Enforcement Division (SLED) prior to issuance of a security officer registration certificate. The SSO's registration certificate shall serve as proof of a satisfactory background investigation.

C. Medical Screening

1. A medical evaluation or clearance is not required for SSOs assigned to this contract. Prior to employment, however, the Contractor shall ascertain the identity of all drugs currently prescribed to or taken by the SSO to determine whether or not such drugs impair the SSO's ability to perform any one of the essential functions of the SSO position.
2. Applicants are required to successfully pass a SLED approved drug screening prior to issuance of a security officer registration certificate.
3. District-Requested Drug Screening
 - a. The District representative has the right to request targeted drug screenings where there is a reasonable belief by the District that the SSO may be under the influence of or using illegal substances. The District representative will advise the Contractor in writing that a drug screening of a specific SSO is requested. The District representative shall designate the type of test to be administered.
 - b. Once the written request is received, the Contractor shall arrange for the test to be conducted as soon as possible, but not later than two (2) working days. The Contractor shall pay the SSO the normal hourly rate/salary for all time associated with taking the screening. SSOs who undergo targeted drug screenings may continue working under the contract until the results have been provided to the Contractor, unless doing so poses a risk to the safety and security of the SSO or others.
 - c. In the event that the results of any targeted drug screening are negative, the District shall bear the expense of the screening. (NOTE: This does not apply to the employment drug screening). The Contractor shall invoice the District for the actual cost of the drug screening plus the hourly rate paid to the SSO to take the test.
 - d. In the event that the results are positive, the Contractor shall immediately remove the SSO with a positive reading from the contract and immediately inform the District representative of the results.

and the SSO's removal from the contract. Additionally, the Contractor shall bear all the expense relating to the test for the SSO with the positive reading.

- e. Any SSO who refuses to submit to drug testing when requested shall be subject to immediate removal from the contract.

CONDUCT OF ARMED SECURITY OFFICERS

- A. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.
- B. Each SSO is expected to adhere to standards of behavior that reflect credit on the employee, Contractor, and the District. The District representative has the authority to cause the retraining (at the Contractor's expense), suspension, or removal of any SSO from the contract who does not meet and adhere to the Standards of Conduct as required in this contract.
- C. The District may request the Contractor to immediately remove any SSO from this contract should it be determined that the SSO has been disqualified for employment suitability, performance suitability, or security reasons, or who is found to be unfit for performing security duties during his/her tour of duty. The Contractor must comply with these requests in a timely manner.
- D. The Contractor is responsible for ensuring that its employees conform to acceptable standards of conduct. The actions, behaviors, or conditions detailed in Exhibit B, Standards of Conduct, are cause for immediate removal from performing on the contract.
- E. All SSOs are expected to behave courteously and professionally toward all persons encountered in the performance of contract related duties, including students, faculty and staff, and the general public.
- F. The Contractor must immediately notify the District representative if an SSO is arrested or otherwise charged with a criminal offense.

1.

- A. Possession of a current and valid security officer registration certificate and security weapons permit, issued by the South Carolina Law Enforcement Division (SLED) shall be satisfactory proof that the SSO has met both security officer and weapons training requirements established by the State of South Carolina and SLED.

- B. The Contractor shall be responsible for ensuring SSOs successfully complete any annual refresher training or other such training required by the State of South Carolina or SLED to maintain required licenses and certifications.

- C. The Contractor shall provide to the District representative a training plan for any additional training provided to SSOs at an expense to the District. The training plan shall include, at a minimum: the name of the training course; the number of training hours required to complete the course; a summary of the objectives/skills taught; the method of training delivery; any examinations, tests, or practical exercises used to assess mastery of training material; and any other relevant information pertaining to the course.

- D.

- B. SSOs shall sign for all keys and access cards and maintain control and security of these items at all times.
- C. SSOs shall not share alarm codes, keys, or access cards with anyone, including district personnel, enforcement officers, or other security personnel. SSOs are prohibited from making copies of assigned keys.
- D.

the monthly invoice to the District's account payable department within 60 days of the end of the month in which work was performed.

- B. The Contractor shall provide sufficient documentation of charges, such as copies of timesheets and other attendance records approved by the District's account payable department.

(Appendix).

- x Three letters of recommendation for similar services conducted in South Carolina or other states
- x Copies of all professional licenses that are required to perform the services as listed in the scope of work.

- x List of any judgements and/or list of bankruptcy or organization proceedings within the last five (5) years.
- x Availability of personnel, facilities, equipment and other resources to provide the services requested.
- x Evidence that the Contractor is financially solvent, able to pay its debts, and possess sufficient working capital to complete performance of its contract. Contractor must provide three (3) consecutive prior years' audited financial statements. The financial statements must include the balance sheet and income statement.

4. Proposed Scope of Work, Approach and Understanding

The Contractor must clearly explain its understanding of the project and how its solution is the best overall value to the District. This explanation shall include the project approach, at a minimum, those responsibilities listed in the Section Additionally, the Contractor must complete the Contract Requirements, Appendix II.

Contractor must provide a list of the personnel that will be utilized at the commencement of the contract. The qualifications to include resumes, licenses, and credentials of the personnel shall also be submitted.

5. Cost Proposal

The cost sheet Appendix III shall be submitted separately in a sealed envelope.

The District will not select this service on a low bid basis although the cost will be one of the factors considered in selecting a Contractor. The District reserves the right to negotiate final fees and scope of services with the selected Contractor. The Contractor shall indicate any additional work that it believes is needed and the cost of such work separately.

All incidental expenses related to this contract, incurred by the contractor, shall be included in the proposal.

All responses should be submitted to Rock Hill School District no later than May 21, 2024 at 10 a.m. Respondent shall deliver one (1) original UNBOUND copy and (3) hard copies and one (1) USB of the information requested above. Responses should be prepared simply and economically, providing a straight forward and concise response to satisfy the requirement of this Best Value Bid. All submittals must be clearly labeled on the outside of the envelope with the following wording "BVB #23-2419 School Security Office". All late statements will be rejected. The District is not responsible for late Bids caused by delays in mail delivery or a delay in any other method of delivery.

IX. AWARD

It is to the sole discretion of the District to determine the award method. The District will award to the highest ranked offeror.

X. EVALUATION CRITERIA

The committee will review each submittal based upon the criteria listed below.

- x Cost (60%)
- x Qualification and Experience (20%)
- x Proposed Scope of Work, Approach, and Understanding (20%)

XI. TENTATIVE SCHEDULE OF EVENTS

Best Value Bid Issue Date	April 1 , 2024
Last Day for Questions	May 14, 2024 at 12:00 PM
Bid Due Date	May 21, 2024 at 10:00 AM
Intent to Award (Tentatively)	August 15, 2024
Contract Issue (Tentatively)	August 26, 2024

XII. GENERAL INFORMATION AND INSTRUCTIONS

A. Request for Qualification Process

This BVB does not commit Rock Hill School District

BVB23-2419 School Security Office Services
the Contractor's expense. Rooms, meals, travel, telephone, and administrative costs shall be the Contractor's expense.

The BVB is not an Invitation for Bid. In the event that the District elects to negotiate a contract with the successful respondent(s), any contract shall contain at a minimum the terms and conditions stated in Section I. The District reserves the right, in its sole discretion to reject all submissions, reissue a subsequent BVB, restructure or amend this procurement process at any time. The final selection and contract negotiation rest solely with the District.

B. Questions

Requests for additional information and questions must be submitted to William Farişat WFaris@RHMAIL.ORG

The deadline for additional information and questions is May 14, 2024 by 12:00 P.M (EST). The District will not accept telephone calls or visits regarding this BVB. Interpretation shall be binding unless in writing from Rock Hill School District.

No questions may be directed to

L. Collusion

XIII. APPENDICES

Appendix I References

Appendix II Contract Requirements

Appendix III- Cost Sheet

Appendix IV- Non-Collusion Affidavit

Appendix V Conflict of Interest

BVB23-

APPENDIX H COST SHEET

	Qty.	&] AE , } μ Rate	# of Hours ~ ô Z } μ 00 days	AE š v } • š
Armed Security Officer	17		1520	
Supervisor Armed Security Officer	1		1520	

Total Annual Cost This is your bid amount whif 36 62 Ci372 94.8 519.36 Tm [(T)-2 (o)-2 (t)-4 (al)10

APPENDIX V: CONFLICT OF INTEREST

I, _____ (Offeror/Contractor), on behalf of myself and my company, and my sub
Contractor

The District, in its sole discretion, has the authority and responsibility to determine whether or not a conflict of interest or unfair competitive advantage exists, after a review of the relevant facts. I acknowledge and understand that if for my company has an unfair competitive advantage or a conflict of interest; the District may withhold the award of this Agreement. Before withholding award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may

6. I warrant that should I become aware of an actual or

EXHIBIT B

STANDARDS OF CONDUCT

The Contractor is responsible for ensuring that their employees conform to acceptable standards of conduct. The following actions, behaviors, or conditions are cause for immediate removal from performing on the contract:

1. Disturbing papers on desks, opening desk drawers or cabinets, or using District equipment (i.e. computers, telephones, etc.) except as authorized by this contract and the post orders.
2. Excessively using electronic equipment such as cellular phones, computers, personal digital assistants, electronic games, audio or video equipment, televisions, etc., or using or possessing personal reading materials (newspapers, magazines, books), engaging in academic studies, or playing games (cards, puzzles, etc.) while on duty, except as required by Contractor policy or post orders, or when expressly permitted.
3. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
4. Immoral or disorderly conduct, use of abusive or offensive language, or quarreling.
5. Intimidation by words or actions, or fighting. Participating in disruptive activities, which interfere with the normal and efficient operations of the District.
6. Theft, vandalism, immoral conduct, or any criminal actions.

