

INVITATION FOR BIDS (IFB)
SOLICITATION #EYA - SCWORKS-2020-002
SECURITY SERVICES

For
Berkeley Charleston Dorchester Council of Governments
(BCD COG)

Operated by Eckerd Youth Alternatives, Inc.

November 23, 2020

Invitation for Bids
Solicitation #EYA - SCWORKS-2020-002
For
Security Services

For Eckerd Youth Alternatives, Inc.

November 23, 2020

Invitation for Bids from qualified companies will be received by Eckerd Youth Alternatives, Inc. 1930 Hanahan Road, North Charleston, SC 29406 **for Security Services for SC Works Trident facilities located at 1930 Hanahan Rd., North Charleston, SC, 29406.**

Bids will be received until **3:00 P.M., local time, December 7, 2020**, after which time will be publicly opened and read.

Bidders may obtain sets of Bid Documents from Eckerd Youth Alternatives, Inc. 1930 Hanahan Road, North Charleston, SC 29406.

This solicitation does not commit Eckerd Youth Alternatives, Inc. to award a contract, to pay any cost incurred in the preparation of bids submitted, or to procure or contract for the services. Eckerd Youth Alternatives, Inc. reserves the right to accept or reject, any, all, or any part of offers received as a result of this request, or to cancel in part or in its entirety this Invitation for Bids if it is in the best interests of Eckerd Youth Alternatives, Inc. to do so.

Sincerely,

Deidre Smalls
One-Stop Manager
Eckerd Youth Alternatives, Inc.

INTRODUCTION

Eckerd Youth Alternatives, Inc. is in the need of Security Services for their facilities located at 1930 Hanahan Rd., North Charleston, SC 29406.

BACKGROUND

Eckerd Youth Alternatives, Inc. provides workforce innovation and opportunity act programs within the Berkeley Charleston Dorchester region. Berkeley Charleston Dorchester Council of Governments (BCD COG) is funded, in part, by DOL and SCDEW. Berkeley Charleston Dorchester Council of Governments (BCD COG) is subject to the regulations of the U.S. Department of Labor (DOL), South Carolina Department of Employment and Workforce (SCDEW), and federal, state and local laws.

GLOSSARY OF COMMON TERMS

<u>DOL</u>	Department of Labor (U.S.)
<u>BIDDER</u>	The firm which submits a Bid to Eckerd Youth Alternatives, Inc. in response to this IFB, seeking to be selected as the Contractor.
<u>IFB</u>	Invitation for Bids
<u>SCDEW</u>	South Carolina Department of Employment and Workforce

SPECIAL INSTRUCTIONS

A. BID SUBMITTAL DEADLINE:

Bids will be received until **3:00 P.M. EST, December 7, 2020**, after which time will be publicly opened and read. Bidders are invited to attend the opening of this Bid at the time stated above.

B. TIME/TERM OF AGREEMENT:

The agreement resulting from this solicitation will be for a period of 12 months, effective from the date of issuance of the Notice to Proceed and may be renewed annually for a period not to exceed five (5) years

The Bidder expressly acknowledges that time is of the essence in completion of each project and that the time limits and dates are critical components of the Agreement. Bidder warrants and represents that it has taken these facts into consideration and has determined that it can complete the Services within the time limits, including time for likely delays caused by weather or from other sources. Successful bidder will not be compensated for any delays, obstructions or hindrances beyond the time set forth herein. Successful Bidder's only remedy for delays, obstructions, or hindrances may be an extension of time to perform the Services, granted solely at the reasonable discretion for Eckerd Youth Alternatives, Inc. Due consideration will be given to claims for an extension of time due to extraordinary circumstances only.

C. SCOPE OF SERVICES

1.0 GENERAL OVERVIEW

Eckerd Youth Alternatives, Inc. desires to obtain the services of a professional security agency or organization for the purpose of protecting SC Works Trident Centers located at 1930 Hanahan Road, North Charleston, SC 29406; assisting and protecting employees, the public from disturbances, trespass, theft, loss, or damage of life from non-authorized personnel, hazards, and activities. The selected agency must demonstrate its firm can provide quality security enforcement and assistance programs, which coincide with the desired end results, required by Eckerd Youth Alternatives, Inc.

2.0 SCOPE OF SERVICES

2.1 The security agency shall furnish security services consisting of a specified number of uniformed, trained, unarmed security officers to protect SC Works Trident facilities and grounds. Offeror will be responsible for furnishing all materials, supplies, and equipment (i.e. radios and pagers at the various facilities and sites). Station logs and incident reports shall be maintained at all times by security personnel reporting all unusual occurrences and building deficiencies. All station logs will be provided to the Facilities Manager on a weekly basis and unusual incident reports will be provided on a daily basis.

2.2 Security guards must possess a high school diploma and at least one year of college is preferable.

2.3 Security guards must have good oral and written communication skills. They must demonstrate good judgment and tact in dealing with all levels of society.

2.4 The Facilities Manager or his designee must have the authority to commend and correct security guards actions and behavior as it relates to services provided by the offeror.

2.5 A monthly review of the contractor's performance by the Facilities Manager and the offeror is required.

3.0 GENERAL DUTIES OF SECURITY SERVICES CONTRACTOR

3.1 Security officers will be specifically trained to be alert and take appropriate action as instructed by their company's operating procedures, rules, and regulations on the following:

- Emergencies (fires, injuries, illness, etc.)
- Break-ins or vandalism
- Breach of security
- Safety or hazardous conditions
- Unauthorized or suspicious persons
- Complaints or information
- Disturbances or any other actions that would jeopardize the security or safety to County property, visitors, or staff

Note: An unusual incident report will be filed on the above actions and a copy forwarded to Facilities Manager.

3.2 Officers will call in to the Senior Officer to report when they are on and off duty. Officers will keep up to day and accurate logbooks and daily officer reports.

- 3.3 Enforce the established system of control at entrances and exits throughout the premises.
- 3.4 Patrol and observe assigned areas for security of SC Works Trident property, staff and visitors.
- 3.5 Conduct security inspections of designated areas during normal working hours to determine that they are properly secured and otherwise in good order, and conduct key winds as required on an hourly basis.
- 3.6 Respond to fire and security alarms.
- 3.7 Act as necessary in carrying out the best interest of Eckerd Youth Alternatives, Inc., Trident in the event of disaster or disorders such as fires, accidents, riots, or the committing of criminal acts. Contractor shall be familiar with EYA Trident safety, security and emergency plans, procedures, protocols and assist as directed.
- 3.8 Constantly be on the alert for matters of fire and safety interest, and promptly report all fire and safety violations and hazards.
- 3.9 Safeguard data, materials, and equipment against unauthorized access, loss, theft, or damage.
- 3.10 Make routine or special reports, as directed, concerning security and safety matters, general policy violations, and all unusual events.
- 3.11 At all times, preserve the peace, protect life, limb, and property, prevent crime, and enforce all Eckerd Youth Alternatives, Inc., Trident rules and regulations.
- 3.12 Report all unusual incidents that occur on EYA Trident property. Report all information received concerning the violation of any EYA Trident policy or rules and regulations. Do not conceal, repress, ignore, or alter the facts of any such violation.
- 3.13 Pay close attention to laws prohibiting the carrying of weapons on public premises, and as with all crimes and emergencies notify proper law enforcement authorities immediately of any violations.

4.0 EMERGENCY PROCEDURES

4.1 One of the main responsibilities of the security service contractor is responding to emergency situations. A security officer is expected to act in the best interest of Eckerd Youth Alternatives, Inc, Trident by exercising their best judgment and common sense in taking necessary action in emergency situations.

4.1.1 Any emergency such as fire, explosion, injury, bomb threat, or civil disorder will rate priority over normal security duties.

4.1.2 The following general emergency procedures will be followed:

- Emergency actions and call procedures contained in the Contractor's

- standard operating procedures manual shall conform to SC Works Trident's
- Emergency procedures.
- Allow only authorized visitors and emergency crews to enter
- Give no information regarding emergencies to the public or press
- The security officers on duty will be responsible for the preparation of a complete report concerning an emergency of any kind. It is important that detailed notes be made throughout the emergency as to the time various actions are taken, all factual information, names of witnesses, etc. The Unusual Report form will be used to make reports of this nature.

5.0 PATROLS AND KEY STATIONS

5.1 Patrols are utilized to protect assets and to ensure all areas of the facilities and sites are adequately protected. Patrols permit the security officer to search for anything likely to cause personal injury, threaten life, or damage property. Security officers are required to make complete touring inspections (patrols) of the constructed facilities structured schedule. These tours will include all offices, storerooms, closets, hallways, corridors, stairwells, elevators, grounds, etc. Security officers will position themselves in assigned areas when not on a patrol or check of the facility or site.

5.2 When making patrols, attention must be given to any condition or hazard that can play a part in endangering life or property.

5.2.1 Some of these conditions, depending on the type of site, and areas of interest are: fire, inoperative fire hoses, extinguishers, alarms, unusual heat sources, gas leaks, broken steam, gas, oil, water or chemical lines, debris, broken or loose wire, obstacles and obstructions, wet floors, poor lighting, lockers and rest rooms, strange heaps or bundles (may be an employee who has fainted or been injured), phones tampered with, fire escapes, exits or windows. All of these conditions will be investigated and promptly reported. If they are dangerous, they will be guarded while immediate word is sent to the appropriate authority.

5.2.2 Take action to ensure that unauthorized persons leave the building and grounds. Ensure that a full report is made of each incident.

5.2.3 Turn in all lost, stolen, or unclaimed property coming into your possession during a patrol or at any other time to the Facilities Manager.

5.2.4 Be particularly aware of sensitive areas, which may include management offices, computer rooms, personnel record areas, payroll, purchasing, accounting areas, and engineering, planning, and drafting areas. The Security officer will question any unauthorized person found in any of these areas and will request the person to leave the area. A full report will be made of the incident.

5.3 Missing records/key winds will result in deductions from monthly billing for services not rendered.

6.0 NO SOLICITATION POLICY

The distribution of literature from external sources in working areas or in non-working areas during working time is strictly prohibited. Also strictly prohibited is the solicitation of any kind, for any purpose, from any employee of the security agency.

7.0 PERSONNEL/VISITOR CONTROL

Loiterers are not permitted on the premises; most particularly in parking areas and in the vicinity of the security post. Any person observed loitering will be requested to state his business and, if he has none with the, he will be requested to leave the premises.

8.0 COMMUNICATIONS

8.1 Telephones: The Offeror will be provided access to a telephone at SC Works Trident facilities to conduct necessary work related business. Security officers are prohibited from using SC Works Trident telephones to make personal calls (local or long distance) and the Security Contractor will be charged for personal calls if they appear on SC Works Trident telephone bills.

8.2 Radios and Pagers: The Offeror will be responsible for furnishing two way communication devices at the facilities and sites, necessary to perform communication functions to its personnel.

9.0 GENERAL RULES OF CONDUCT

9.1 Security officers shall not leave their post until properly relieved.

9.2 Security officers shall not communicate any confidential or restricted Eckerd Youth Alternatives, Inc, Trident information or orders to any person other than another officer or the person for whom it is intended.

9.3 Security officers shall avoid expressing their opinions to other officers, Eckerd Youth Alternatives, Inc. employees, or visitors concerning such controversial matters as politics, religion, pay or Eckerd Youth Alternatives, Inc. Trident policies and procedures.

9.4 Security officers shall not sell any form of merchandise to any person while on duty or while on Eckerd Youth Alternatives, Inc. Trident property.

9.5 Security officers shall maintain all Eckerd Youth Alternatives, Inc Trident equipment issued to him in good condition.

9.6 Security officers shall use care and caution in handling Eckerd Youth Alternatives, Inc. Trident property and report immediately, in writing, any property that is lost or damaged.

9.7 Security officers shall keep their work area clean and neat at all times.

9.8 Security officers shall not use Eckerd Youth Alternatives, Inc, Trident office equipment, supplies, etc., unless authorized by EYA personnel.

10.0 UNIFORMS AND APPEARANCE

Security officers must present a neat, clean appearance. The security officer must wear a uniform that readily identifies the officer as an employee of the contractor. A security officer must look, speak, and act like a professional. Appearance must meet the standard generally accepted for personnel in the business of providing security in a military or professional law enforcement organization.

11.0 WEAPONS

Security officers will not carry a weapon on duty unless authorized to do so per the contract.

12.0 SECURITY SUPERVISOR

12.1 The Offeror shall provide, at his own expense, a full-time (40 hour per week) over-all security supervisor for the Eckerd Youth Alternatives, Inc, Trident. This person shall be the liaison between the Facilities Manager and the Offeror.

13.0 HOLIDAYS

The facilities are closed for routine Holidays. Unless otherwise specified, security guard services will not be required at Eckerd Youth Alternatives, Inc, Trident facilities where services are provided only during normal EYA Trident working hours.

14.0 CONTACTS

14.1 For the day-to-day administration of the security guard service contract, the following personnel are to be the main point of contact. They are to be notified in numbered order of all emergencies, unusual incident reports, etc., for which Eckerd Youth Alternatives, Inc. should have immediate knowledge. (If the first contact is unavailable then notify the second contact and so forth.)

14.1.1 Deidre Smalls, Program Manager Work: 843-574-1824

14.1.2 Amanda Wagner, Sr. Operations Director Work: 843-574-1843

D. SOLICITATION AVAILABILITY:

Bidders may obtain sets of Bid Documents from Eckerd Youth Alternatives, Inc at, 1930 Hanahan Rd, North Charleston, SC, 29405, or www.bcdco.com or www.scworkstrident.org beginning **November 23, 2020**.

E. ADDITIONAL INFORMATION INQUIRIES:

For additional information regarding the Project contact:

Deidre Smalls

1930 Hanahan Road

North Charleston, SC 29405

Phone: (843) 574-1824

dsmalls@eckerd.org

Contact with persons other than those listed shall be grounds for elimination for the procurement process.

INSTRUCTIONS TO BIDDERS

1. Only one copy of bid invitation is required.
2. Bids, amendments thereto or withdrawal requests must be received by the time advertised for bid opening to be timely filed. It is the vendor's sole responsibility to insure that these documents are received by the person (or office) at the time indicated in the solicitation document. Any withdrawal request received after time of opening shall be governed by regulation 19-445.2085.
3. When specifications or descriptive papers are submitted with bid invitation, enter bidder's name thereon.
4. Submit your signed bid on attached bid form. Show bid number on envelope as instructed. Eckerd Youth Alternatives, Inc. assumes no responsibility for unmarked or improperly marked envelopes. **DO NOT INCLUDE MORE THAN ONE BID INVITATION PER ENVELOPE.** If directing any other correspondence address the envelope to the procurement office but do not include the bid number on this envelope since it does not include your bid.
5. Bidders must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-4, Code of Laws of South Carolina, 1976 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part, an explanation of how this information fits within one or more categories listed in section 30-4-40. The agency reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.
6. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
7. Tie bids will be resolved as outlined in Section 11-35-1520(9) of the South Carolina Consolidated Procurement Code.
8. Do not include any taxes in the bid price shown that the agency may be required to pay.
9. Any vendor desiring to exercise protest rights under Section 11-35-4210 as amended must direct all correspondence to Executive Director, Berkeley Charleston Dorchester Council of Governments (BCD COG), 1930 Hanahan Road, North Charleston, SC 29405 fax: 843-529-0305, email: robinm@bcdcog.com.
10. Eckerd Youth Alternatives, Inc. reserves the right to award this solicitation by line item, by lot, or by total using the award method that is in best interest of Eckerd Youth Alternatives, Inc. and the Berkeley Charleston Dorchester Council of Governments (BCD COG) unless stated otherwise elsewhere in this solicitation.
11. All notice of Awards or Notice of Intent to Award will be posted on the bulletin board in the administration office at 1930 Hanahan Road, North Charleston, SC 29405 unless stated otherwise elsewhere in this solicitation. Eckerd Youth Alternatives, Inc. will also post Awards on BCD Council of Governments website located at www.bcdcog.com.
12. Drug Free Workplace: (Note: This clause applies to any resultant contract of \$50,000 or more) The State of South Carolina has amended Title 44, Code of Laws of South Carolina, 1976, relating to

health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 953, 1990 Acts and Joint Resolutions). By submission of a signed a solicitation, you are certifying that you will comply with this act. (See Section 44-107-30). This will certify your compliance with the Act.

GENERAL PROVISIONS

1. Eckerd Youth Alternatives, Inc. reserves the right to reject any and all bids and to cancel the solicitation.
2. Unit prices will govern over extended prices unless otherwise stated in the Bid Invitation.
3. **BIDDERS QUALIFICATIONS:** Bidders must, upon request of Eckerd Youth Alternatives, Inc., furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Eckerd Youth Alternatives, Inc. reserves the right to make the final determination as to bidder's ability to provide the products or services requested herein.
4. **AMENDMENTS:** All amendments to and interpretations of this solicitation shall be in writing from the Procurement Office. The Procurement Officer shall not be legally bound by any amendment or interpretation that is not in writing.
5. **BIDDERS RESPONSIBILITY:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.
6. **AWARD CRITERIA:** The contract shall be awarded to the bidder who provides the best overall value to SC Works Trident based upon factors such as service and price.
7. **REJECTION:** Eckerd Youth Alternatives, Inc. reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared to the same or other bids if such action is in the best interest of Eckerd Youth Alternatives, Inc. and Berkeley Charleston Dorchester Council of Governments (BCD COG).
8. **COMPETITION:** This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Office in writing so as to be received prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to award.
9. **MINOR INFORMALITIES AND IRREGULARITIES IN BIDS:** Minor Informalities and Irregularities in bids will be resolved in accordance with **SECTION 11-35-1520** (13) of the S.C. Consolidated Procurement Code.
10. **ORDER OF PRECEDENCE:** In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order (A) The Bidding Schedule, (B) General Provisions and General Conditions, (C) Instruction to Bidders, (D) Special Provisions or Special Conditions of the contract whether incorporated by reference or otherwise; and (E) The Specifications.
11. **CORRECTION OF ERRORS ON THIS BID FORM:** All prices and notations should be printed in ink or type-written. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time of opening.

12. **RECYCLED CONTENT:** A seven and one-half percent preference is given to products and materials with recycled content. A manufacturer's certification of recycled content **must be** submitted with the bid for this provision to apply.

GENERAL CONDITIONS

1. **DEFAULT:** In case of default by the contractor, Eckerd Youth Alternatives, Inc. reserves the right to purchase any and all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assess charge has been satisfied.
2. **NON-APPROPRIATIONS:** All Bidders are notified that the contract for this service is contingent upon Federal and State appropriations. In the event that funding is eliminated, decreased, or not granted Eckerd Youth Alternatives, Inc. reserves the right to terminate any IFB; any contract awarded hereunder or modify any contract or this IFB accordingly. Eckerd Youth Alternatives, Inc. makes no representations that any contract will be awarded to any Bidder responding to this IFB.
3. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed to Deidre Smalls, One Stop Manager for Eckerd Youth Alternatives, Inc. 1930 Hanahan Road, North Charleston, SC 29406
4. **FORCE MAJURE:** 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 Government 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 fault or negligence of the contractor. If the failure to perform is caused by 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.
5. **SAVE HARMLESS:** (THIS GENERAL CONDITION DOES NOT APPLY TO SOLICITATIONS FOR SERVICE REQUIREMENTS). The successful bidder shall indemnify and save harmless Eckerd Youth Alternatives, Inc. and Berkeley Charleston Dorchester Council of Governments (BCD COG) officers, agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright infringement or claim is based upon the Bidder's use of material furnished to the Eckerd Youth Alternatives, Inc.
6. **PUBLICITY RELEASES:** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the User.
7. **QUALITY OF PRODUCTS:** (THIS GENERAL CONDITION DOES NOT APPLY TO SOLICITATIONS FOR PRINTING OR SERVICE REQUIREMENTS). Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage of shipment and that prices include standard commercial packaging. For Information Technology procurements as defined in 11-35-310 of the Procurement Code, if items that are other than new (i.e. remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least 5 days in advance of bid opening from the person to whom inquiries are to be directed as listed on page 5 of the Bid Invitation.

8. **TAX CREDIT AVAILABILITY:** Vendors interested in income tax credit availability by subcontracting with a certified minority firm should contact Office of Small & Minority Business Assistance, 1205 Pendleton Street, Columbia, South Carolina (803/734-0562).
9. **S.C. LAW CLAUSE:** Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject himself 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 for taxes, licenses, or fees levied by the State.
10. **TERMINATION:** Subject to the provisions below, the contract may be terminated for any reason by Eckerd Youth Alternatives, Inc. providing a 30 day advance notice in writing is given to the contractor.
 - a. **Termination for Convenience:** In the event that this contract is terminated or cancelled upon request and for the convenience of Eckerd Youth Alternatives, Inc. without the required thirty (30) days advance written notice, then Eckerd Youth Alternatives, Inc. may negotiate reasonable termination costs, if applicable.
 - b. **Termination for Cause:** Termination by Eckerd Youth Alternatives, Inc. 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 in this bid shall apply. (See General Conditions No. 1).
11. **AFFIRMATIVE ACTION:** The successful bidder 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.
12. **RESTRICTION/LIMITATIONS:** No purchases are to be made from this contract of any item that is not listed or of any item that is currently authorized under any contract awarded prior to this contract.
13. **PURCHASES FROM OTHER SOURCES:** (THIS GENERAL CONDITION DOES NOT APPLY TO SOLICITATIONS FOR PRINTING OR SERVICE REQUIREMENTS). Eckerd Youth Alternatives, Inc. reserves the right to bid separately any unusual requirements or large quantities of the items specified in this proposed contract.
14. **INDEMNIFICATION:** Contractor shall protect, indemnify and hold harmless Eckerd Youth Alternatives, Inc, and Inc Berkeley Charleston Dorchester Council of Governments (BCD COG), it's Board, Officers, employees or its respective agents from and against any loss, cost, damage or expense, including without limitation, reasonable attorneys' fees relating to or arising out of injury or death to a person or damage to property, including work in progress or any claims against Eckerd Youth Alternatives, Inc. and Berkeley Charleston Dorchester Council of Governments (BCD COG) it's Board, Officers, employees or it's respective agents caused by or alleged to be caused by any negligent act, error or omission of Contractor or any subcontractor retained by or through Contractor or any of their employees, workmen, servants or agents. Contractor further agrees to protect, indemnify and hold harmless Eckerd Youth Alternatives, Inc. and Berkeley Charleston Dorchester Council of Governments (BCD COG) or their respective agents from any and all penalties imposed on account of the violation of any law, rule or regulation by Contractor or any

Contractor's employees, workmen, servants or agents. The indemnification provisions in this section shall survive termination of this Agreement.

15. **OTHER INFORMATION:** State and Federal funds received by Eckerd Youth Alternatives, Inc. will be used as a component of the overall funding. Accordingly, the selected firm will be required to comply with all applicable State/Federal regulations and contracting provisions required by the State and Federal funding authority, including 49 CFR Part 31 – Allowable Costs, Civil Rights, Disadvantaged Business Enterprises (DBE), and other applicable assurance provisions. In addition, the contract must be in compliance with federal, state, and local requirements applicable to such contracts.

16. **INSURANCE REQUIREMENTS**

Contractor will maintain public liability insurance policy with respect to the requirements of this contract, naming Eckerd Youth Alternatives, Inc as an additional insured, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence based with respect to both bodily injury and property damage. Contractor shall deliver to EYA a certificate of insurance naming Eckerd Youth Alternatives, Inc as additional insured at least fifteen (15) days prior to the commencement of the term of this contract and a renewal certificate at least fifteen (15) days prior to the expiration of the certificate. Said certificates must provide for thirty (30) days' notice to EYA in event of material change or cancellation.

BID FORM

Bidder Name: _____

The undersigned hereby offers to furnish all services, materials, supplies, equipment, labor and supervision necessary to provide Security Services to Eckerd Youth Alternatives, Inc.

BID PRICES:

<u>Quantity</u>	<u>Description</u>	<u>Hourly Rate</u>
1 Site	Security Services	\$_____

Respectfully submitted this ____ day of _____ 2020.

Company Name _____

Authorized Signature _____

Name and Title (type or print) _____

Business Address _____

Telephone Number _____ Fax Number _____

Contractor's Federal Tax I.D. No. _____

Principal of Company (e.g., Name of President, General Partner, Owner, etc.)

Insurance Amounts: _____

Solicitation #: IFB No. EYA-SCWORKS-2020-002
Opening Date/Time: November 23, 2020 at 3:00 P.M.
Procurement: Security Services

“NO BID” RESPONSE FORM

To submit a “*No Bid*” response for this project, this form must be completed for your company to remain on our bidders list for commodities/services referenced. If you do not respond your name may be removed from this bidders list.

Note: Please show the solicitation number and the opening date and time on the outside of the envelope.

Please check statement(s) applicable to your “*No Bid*” response –

- Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- Specifications are ambiguous (explain below).
- We are unable to meet specifications.
- Insufficient time to respond to the solicitation.
- Our schedule would not permit us to perform.
- We are unable to meet bond requirements.
- We are unable to meet insurance requirements.
- We do not offer this product or service.
- Remove us from your vendor list for this commodity/service.
- Other (specify below).

Comments:

Company Name (as registered with the IRS)

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Date

Telephone

Fax

Required Federal Clauses

In rendering the performance hereunder, the Contractor shall comply with the requirements of the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, with the regulations promulgated thereunder, and with the following:

- Applicable Federal Laws and appropriate OMB Circulars
 - Laws of the State of South Carolina
 - WIOA Policies as adopted by the South Carolina Department of Employment and Workforce
 - Local Laws
 - Local WIOA Plan
 - Local Workforce Development Board Policies
 - U.S. Department of Labor Statement 29 CFR 37.20 Regarding the Non Discrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998 and as reauthorized.
 - Uniform Guidance at [2 CFR part 200](#) and the Department's exceptions at [2 CFR part 2900](#) pursuant to the effective dates in [2 CFR parts 200](#) and 2900;