

SC WORKS

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TRIDENT

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Armed Security Services

Invitation for Bids

Charleston, South Carolina

Date: May 30, 2025

Due Date: June 18, 2025

Time: 3:00 PM

Receipt Location:

BCD Council of Governments

Attn: Jason McGarry

5790 Casper Padgett Way

North Charleston, SC 29406

SUBMIT OFFER BY (Opening Date/Time): **June 18, 2025 by 3:00 PM**

(See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **June 11, 2025 by 3:00 PM**

(See "Questions From Offerors" provision)

CONTRACT START DATE: **JULY 1, 2025**

NUMBER OF COPIES TO BE SUBMITTED: One (1) Original and One (1) Copy.

You must submit a signed copy of this form with Your Offer. By signing, 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. (See "Signing Your Offer" provision.)

NAME OF OFFEROR <small>(full legal name of business submitting the offer)</small>	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. 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.
AUTHORIZED SIGNATURE <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	DATE SIGNED
TITLE <small>(Business title of person signing above)</small>	STATE VENDOR NO. <small>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</small>
PRINTED NAME <small>(Printed name of person signing above)</small>	STATE OF INCORPORATION <small>(If you are a corporation, identify the state of incorporation.)</small>

OFFEROR'S TYPE OF ENTITY: (Check one) <small>(See "Signing Your Offer" provision.)</small>	
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership
<input type="checkbox"/> Other _____	
<input type="checkbox"/> Corporate entity (not tax-exempt)	<input type="checkbox"/> Corporation (tax-exempt)
<input type="checkbox"/> Government entity (federal, state, or local)	

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	_____ Area Code - Number - Extension Facsimile
	_____ E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause) <input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses) <input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)
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ACKNOWLEDGMENT OF AMENDMENTS Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

INTRODUCTION

The Berkeley-Charleston-Dorchester Council of Governments (BCDCOG) on behalf of SC Works Trident is seeking bids for Armed Security Services from qualified sources using the specifications outlined in this document.

BACKGROUND

Berkeley Charleston Dorchester Council of Governments (BCDCOG) provides workforce innovation and opportunities (WIOA) act programs within the Berkeley Charleston Dorchester region. Berkeley Charleston Dorchester Council of Governments (BCDCOG) is funded, in part, by DOL and SCDEW. Berkeley Charleston Dorchester Council of Governments (BCDCOG) 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.

SPECIAL INSTRUCTIONS

A. BID SUBMITTAL DEADLINE:

Bids will be received until **3:00 P.M. EST, June 18, 2025**, 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 contract will be effective July 1, 2025 for a term not to exceed 5-years.

C. SCOPE OF SERVICES

1.0 PREFERRED REQUIREMENTS

1.1 The Contractor shall provide Armed Security Guard Services at the following location:
 SC Works Charleston, 1930 Hanahan Rd. Suite 200, North Charleston, SC 29406

- 1.2 The Contractor shall provide services in accordance with the South Carolina Code of Laws 1976, Title 40 - Professions and Occupations, Chapter 18 – PRIVATE SECURITY AND INVESTIGATION AGENCIES, as found at <https://www.scstatehouse.gov/code/t40c018.php>.
- 1.3 The Contractor and its officers performing services pursuant to this specification shall be licensed or registered in accordance with S. C. Code of Laws 1976 – Title 40, Private Detective and Private Security Agencies Act.
- 1.4 Each security officer shall be required to maintain a current permit to carry a firearm while on duty. Other personal safety devices, such as batons, tasers and/or other non-lethal equipment, may be carried if permitted by South Carolina laws and regulations, and with the approval of SLED. It is the responsibility of the Offeror to ensure complete and up-to-date knowledge and compliance with regard to South Carolina laws and regulations, and maintain valid permits and SLED approvals, and records. All required permits and SLED approvals, and records shall be made immediately available to the BCDCOG or designated representative upon request.
- 1.5 Contractor shall be responsible for the direct supervision of all assigned officers through its designated representative(s). Contractor’s representative(s) shall be available to report to and confer with the designee of the BCDCOG with respect to day-to-day operations and services and in the event of an emergency, between the hours of 8:00 AM ET to 5:00 PM ET, Monday through Friday. The BCDCOG or designated representative will provide the awarded incumbent with direct contact information prior to the commencement of the contract.
- 1.6 The Contractor shall be responsible for providing all labor, material, equipment, supplies, and transportation necessary to perform the level of service specified herein.
- 1.7 All security officers assigned to the SC Works Charleston location shall be employees of the security agency.
- 1.8 All security officers assigned shall be always bound by a code of conduct which strictly regulates their personal appearance, conduct, attitude and contact with others.
- 1.9 Upon award, the Contractor shall submit a list of all security officers assigned to this contract. Additionally, for each security officer listed, Contractor shall furnish permits and or registration/identification cards and instructor signed *Proof of Training Record-Firearms Training*.
https://www.sled.sc.gov/forms/security/Security_Officer_Proof_of_Firearms_Training.pdf
- 1.10 The Contractor shall have a certified company Training Officer that meets all requirements as established by law and as recognized by SLED.
https://www.sled.sc.gov/PI_Security.html

2.0 SECURITY COVERAGE

- 2.1 The Contractor shall provide one (1) armed guard per shift as required during the required hours of 8:00 AM to 5:00 PM ET, Monday through Friday (excluding state holidays or closures due to inclement weather). Additional armed guards may be added at the discretion of the BCDCOG or designated representative using the contract rate per hour. Any changes to the hours for which services shall be required will be communicated to the Contractor with at least twenty-four (24) hours' notice.
- 2.2 Additional scheduled business days and or hours may be added or subtracted at any time. The contractor shall be notified at least twenty-four (24) hours in advance of the beginning of the newly scheduled business days or hours.

3.0 ADMINISTRATIVE SUPPLIES AND EQUIPMENT

- 3.1 The Contractor shall provide all registration forms, incident report forms, logbooks, investigation report forms, check-off sheets, and any other administrative supplies necessary to the BCDCOG or designated representative's to carry out all requirements of the contract.
- 3.2 Contractor is responsible for pay, benefits, vacation pay, sick pay, and or pay due to inclement weather. The BCDCOG or designated representative shall not be responsible for paying above the hourly agreed-upon amount for hours actually worked. Over-time is not allowed unless approved in writing by the BCDCOG or the designated representative's Procurement Department.
- 3.3 Contractor shall supply all security officers assigned with appropriate uniforms, name tags, and any special safety equipment required in the performance of their duties. All uniforms must be neat, clean, pressed, and in good condition. All security officer uniforms must be clearly distinguishable from those of any official law enforcement officer of the State and local government as provided for in the SC Private Detective and Security Agencies Rules and Regulations.
- 3.4 Firearms and any other personal safety devices or equipment will be supplied by the Contractor.

4.0 ARMED SECURITY OFFICER DUTIES

- 4.1 The primary responsibility of the armed security officer is to provide a safe environment for the building tenants and the general public.

Daily Activities:

- Observes all persons entering the building, their movement, and their activities; limits access to the restricted areas.
- Ensures that the public complies with building safety rules. Other job duties include watching doorways and roaming the Agency's hallways to check for suspicious activity.

- Searches the interior of the building, restrooms, and other restricted areas prior to locking the building for the night.
 - Assists all building tenant personnel with security issues as needed.
 - Arrests persons who violate the law in the security officers' presence by taking the offender(s) into custody. Provides direction and general information to persons entering the building.
 - Officer on duty shall report any unusual incidents or hazardous conditions as soon as possible to the Contract Administrator or the agency designee.
 - Such conditions will include, but are not limited to: fire, criminal activity, chemical spill, telephone or power outages, equipment malfunction, etc.
- 4.2 Officer(s) on duty shall submit a written report covering all incidents or hazardous conditions that occur at the conclusion of their assigned shift and submit the reports to the designee of the BCDCOG or designated representative each day.
- 4.3 Officer(s) must possess a physical ability to climb stairs, vision to observe surroundings, speech and hearing for in-person and telephone communications, and the ability to write reports clearly and concisely. Other physical demands include, but are not limited to, the following:
- 4.4 While performing the duties of this job, the employee is frequently required to sit, stand, walk, talk, and hear. The employee is occasionally required to use hands to finger, handle, or operate objects, controls, or tools listed above; reach hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.
- 4.5 The employee must occasionally lift and/or move more than fifty (50) pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.
- 4.6 The employee may frequently be required to stand for long periods of time.
- 4.7 Contractor's employees involved in, or who have suspected involvement in any allegation or misrepresentation, will be required to submit to a polygraph test. Such testing will be at the expense of the Contractor.

5.0 TRAINING

- 5.1 Contractor's certified company Training Officer shall meet all requirements as established by law and as recognized by SLED <https://www.sled.sc.gov/forms/security/seclitnew.pdf>. The Training Officer shall have attended training conducted by SLED of at least forty (40) hours, and any other requirement for maintaining certification, including required refresher and/or update training required by SLED. Proof of satisfaction of requirements shall be provided to the BCDCOG or designated representative's Contract Administrator, upon request.
- 5.2 Contractor shall maintain a current and formal training record on each officer assigned and document all training provided. Such records shall include training required by law for registration by SLED, all weapon qualifications training and any specialized training the

officer has received. All such training records shall be made available to the Department upon request.

D. GENERAL TERMS & CONDITIONS

1. PREPARATION, SUBMISSION AND WITHDRAWAL OF BIDS

- A. Bids must be submitted on the forms furnished or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid. Bids may not be submitted by FAX or other facsimile transmittal. Any bids received after the scheduled deadline on the opening date and time listed herein will be immediately disqualified in accordance with BCDCOG policies.
- B. Bids may be withdrawn by written request received from the Respondent prior to the time set for opening of Bids, but not thereafter.
- C. Bidders shall promptly notify BCDCOG in writing no later than the last date and time for the submittal of written questions, of any ambiguity, inconsistency or error which they may discover upon examination of the bid Documents.
- D. Bidders requiring clarification or interpretation to the Bid Documents shall make a written request which shall reach BCDCOG no later than the last date and time for submittal of written questions.
- E. Any interpretation, correction or change to the Bid Documents will be made by Addendum. Addenda will be mailed or delivered to all who are known by BCDCOG to have received a complete set of Bid Documents, paid required fees and attended all required conferences and site visits.
- F. Failure to submit a bid on the form requested or inclusion of any alternates, unit prices, conditions, limitations or provisions not called for, will render the bid irregular; and shall be considered sufficient cause for rejection of a bid. Failure to complete entries in all blanks in the bid Form shall be considered cause for rejection of a bid.
- G. BCDCOG seeks a single, qualified company to be responsible for completion of the Work described herein (although BCDCOG reserves the option to award portions of the project to multiple bidders if such is to the advantage of BCDCOG
- H. BCDCOG reserves the right to accept or reject the bid on the basis of the analysis and/or comparison alone or in the best interest of BCDCOG. The bid must be unconditional. Bids which do not meet the requirements of the IFB or that do not include all required and properly completed and approved forms and certifications, may be considered non-responsive, unless otherwise stated herein, and may be rejected.
- I. All bids and supporting materials (including all data, material, and documentation originated and prepared for BCDCOG pursuant to this IFB and including correspondence relating to this IFB) shall, upon delivery to BCDCOG, become the property of BCDCOG.

2. BIDDER REPRESENTATIONS

Each Bidder by making a Bid represents that:

- A. The Bidder has reviewed the Invitation for Bids, has become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of the proposed Contract Documents.
- B. The Bid is based on the terms, materials, systems and equipment required by this Invitation for Bids, without exception.
- C. The Bidder is qualified to provide the services and equipment required under this IFB and, if awarded the contract, will do so in a professional, timely manner using successful Bidder's best skill and attention.

3. AWARD OF CONTRACT

- A. Award of contract will be made to that responsive and responsible bidder(s) whose Bid, conforming to the Invitation for Bids, is most advantageous to BCDCOG. Time limits, price and other factors will be considered. BCDCOG reserves the right to grant multiple awards for the completion of this project if no one Bidder can accommodate the entire project by the identified deadline date.
- B. BCDCOG may, when in its best interest, reject any or all Bids or waive technicalities or informalities in any Bids received.
- C. BCDCOG shall be the sole judge of the suitability of the items or services to be provided pursuant to this Invitation for Bids.

4. NOTICE OF AWARD OF CONTRACT

The successful Bidder will be notified of acceptance of his Bid by a written Notice of Award of contract. Successful Bidder shall not undertake any work, and BCDCOG will not be responsible for payment for any work whatsoever undertaken by Successful Bidder prior to issuance of the Notice to Proceed.

5. INSURANCE & BONDING REQUIREMENTS

The successful Bidder(s) shall, at its expense, procure and keep in force during the entire term of the agreement, public liability and property damage liability insurance protecting BCDCOG, its Board, officers, employees and agents as well as the Contractor(s) and its employees. Deductibles shall be identified in the Bid. All deductible payments are the responsibility of the Contractor(s). BCDCOG reserves the right to approve deductible levels.

The successful Bidder(s) shall provide BCDCOG with a certificate of insurance evidencing such coverage and designating BCDCOG as additional insured. The minimum insurance coverage the successful Bidder must keep in force is as follows:

Worker's Compensation

Statutory Amount

Comprehensive General Liability

\$1,000,000 Combined Single Limit, per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 General Aggregate Limit

Comprehensive Auto Liability

\$1,000,000 Combined Single Limit per accident for bodily injury and property damage.

Deductibles and/or self-insured retention must be identified within Bid. All insurance policies shall provide that no coverage shall be canceled except by thirty (30) days written notice to the successful Bidder(s) and BCDCOG. The successful Bidder(s) shall provide BCDCOG with evidence of Workers' Compensation coverage in the amount required by law. Failure to comply will term the successful Bidder in Breach of Contract and as such is in default.

Each bid must be accompanied by a Bid Bond from a surety company qualified to do business under the laws of the State of South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability, or by a certified check payable to BCDCOG, for an amount equal to five per-cent (5%) of the total base bid as a guarantee that if the bid is accepted, the required Contract will be executed within fifteen (15) days after receipt of written notice of formal award of Contract. Bids not including such a bid bond will not be considered. Bid Bonds or certified checks will be returned to unsuccessful vendors after award of Bid.

6. ASSIGNMENT

The successful Bidder shall not assign in whole or in part his duties under this contract without the prior written consent of BCDCOG. The successful Bidder shall not assign any money due or to become due to him under this Contract without the prior written consent of BCDCOG.

7. SUBCONTRACTORS

- A. If any subcontractors will be used for this project, the successful Bidder shall provide to BCDCOG a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested.
- B. The Bidder shall not substitute other subcontractors without the written consent of BCDCOG
- C. Successful Bidder shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.
- D. If at any time BCDCOG determines that any subcontractor is incompetent or undesirable, BCDCOG shall notify the successful Bidder accordingly, and the successful Bidder shall take immediate steps for cancellation of the subcontract and replacement.
- E. Nothing contained in any contract resulting from this Invitation for Bids shall create any contractual relationship between any subcontractor and BCDCOG.

8. **WAIVER**

By submission of its Bid, the Bidder represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, services, supplies, materials, or equipment called for in the solicitation; that it has checked the Bid for errors and omissions; that the prices and costs stated in its Bid are correct and as intended by it; and, are a complete and correct statement of its prices and costs for providing the labor, services, supplies, materials, or equipment required.

Confidential Information subject to the requirements of Section 30-4-10, et. seq., Code of Laws of South Carolina, 1976, as amended, commercial or financial information obtained in response to this IFB which is privileged and confidential pursuant to S.C. Code Ann. '11-35-410 will not be disclosed. All Bidders, therefore, must visibly mark as "**CONFIDENTIAL**" each specific part of their Bid which such Bidders consider to contain privileged and confidential information.

Additionally, all Bidders shall be solely responsible for identifying as exempt from the Freedom of Information Act and visibly markings "**EXEMPT FROM FREEDOM OF INFORMATION ACT**" each specific part of their Bid which Bidder deems to be so exempt. Bidders shall further be solely responsible for any consequences that might be related to arise from the nondisclosure of any information that is subsequently determined not to have such an exemption. 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 of matters that may be exempt from disclosure as set forth in the Freedom of Information Act. BCDCOG reserves the right to determine whether the information should be exempt from disclosure. No action may be brought against BCDCOG or its agents for its determination in this regard. BCDCOG hereby disclaims any responsibility for not disclosing information identified by any Bidder as confidential or exempt from Freedom of Information Act and further hereby disclaims any responsibility for any information which is disclosed as a result of Bidder's failure to visibly mark it as "confidential" or "exempt from Freedom of Information Act."

Bidders should not simply mark the entire bid as confidential or exempt from the Freedom of Information Act. Doing so will result in BCDCOG's making an independent determination of confidentiality or exemption.

BCDCOG hereby disclaims any responsibility for any information which is disclosed as a result of such independent determination of confidentiality or exemption necessitated by the Bidder's failure to properly follow this section.

9. **COMPLIANCE WITH LEGAL REQUIREMENT**

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities (including but not limited to any laws, ordinances or regulations relating to the S.C. Department of Revenue or the S.C. Board of Contractors) shall be binding upon the successful Bidder throughout the pendency of this Project. The successful Bidder shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold BCDCOG harmless and indemnify same in the event of non-compliance as set forth in the Contract.

10. CONTROLLING LAW

Any contract arising from this Invitation for Bids shall be governed by the laws of the State of South Carolina and any and all disputes arising out of said contract shall, if litigation is necessary, be litigated only in a non-jury hearing in the Circuit Court for the Ninth Judicial Circuit sitting in Charleston, South Carolina.

11. INCORPORATION BY REFERENCE

The contents of this Invitation for Bids, including all drawings, attachments, specifications, and any addenda, will become part of the contract for this Project.

13. NON-DISCRIMINATION

The successful Bidder shall not discriminate against any individuals based upon age, sex, race, disability or religion and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause.

12. DRUG -FREE WORKPLACE

Successful Bidder shall comply with the South Carolina Drug-Free Workplace Act, Section 44-107-10 et seq., South Carolina Code of Laws (1976, as amended).

13. RESERVED RIGHTS/LIMITATION OF FUNDING

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, BCDCOG reserves the right to terminate any IFB, any contract awarded hereunder or modifies any contract or this IFB accordingly. BCDCOG makes no representations that any contract will be awarded to any Bidder responding to this IFB.

- BCDCOG reserves the right to waive any minor irregularities in any and all Bids.
- BCDCOG reserves the right to reject all Bids and re-solicit or cancel this procurement if deemed by BCDCOG to be in its best interest, without indicating any reason for such rejection(s).
- BCDCOG also reserves the right to enter into a contract with any Bidder based upon the initial Bid or on the basis of a best and final offer without conducting oral interviews.

14. PROTEST PROCEDURE

Any prospective Bidder or contractor who is aggrieved in connection with the solicitation of a contract may protest to BCDCOG's Executive Director. Any such protest must be delivered in writing within five days of the issuance of the IFB or within five days of amendment thereto if the amendment is at issue. Any actual Bidder, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest to the Executive Director. Any such protest must be delivered in writing within five days of the date the notice of award or intent to award is

posted. A protest must set forth all specific grounds of protest in detail and explain the factual and legal basis for each issue raised.

15. PROHIBITED INTEREST

No member, officer, employee of BCDCOG, or member of its Board during his/her tenure or one year thereafter, shall have any interest, direct or indirect, in any resultant contract or the proceeds thereof.

16. TAXES

The Bidder should be aware that S.C. Code Ann. ' 12-8-550 requires withholding of a percentage of payments made to certain nonresidents conducting business in South Carolina. (Inquiries concerning Section 12-8-540 and 12-8-550 should be addressed to Withholding Section, South Carolina Tax commission, P.O. Box 125, Columbia, South Carolina, 29214 {telephone: (803)737-4804}.

17. LABOR PROVISIONS

South Carolina is a Right-to-Work state. The successful Bidder shall be responsible for compliance with all applicable requirements of 49 USC '5333(b).

BID FORM

Bidder Name: _____

The undersigned hereby offers to furnish all services, materials, supplies, equipment, labor and supervision necessary to provide Armed Security Services as outlined in the Invitation for Bids.

BID PRICES:

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

Respectfully submitted this _____ day of _____ 2025.

Company Name _____

Authorized Signature _____

Name and Title (type or print) _____

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;