**REQUEST FOR PROPOSAL (RFP)**

**Deliver Proposals To:**
Town of Hilton Head Island  
Attn: Procurement Officer  
70 Shelter Cove Lane, Unit H  
Hilton Head Island, SC 29928

- Proposals should be hand carried or delivered by traceable means (i.e. FedEx or other similar courier)
- Proposals will not be accepted by fax or email
- Solicitation number below shall be shown on outside of submittal package/envelope

**Proposal Submittal Deadline:**
3:00 P.M. Eastern Time On January 21, 2020

Proposals will be publically opened on the date above immediately after the time deadline at:
70 Shelter Cove Lane, Unit H  
Hilton Head Island, SC 29928

**Solicitation Number:** RFP 2019-0045

**Description/Title:** Access Control Service and Equipment

**Town Procurement Website:**
https://hiltonheadislandsc.gov/government/procurement/

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**Pre-Proposal Conference Information:**

**Town Contact:**
Richard Groth, Procurement Officer  
richg@hiltonheadislandsc.gov  
(843) 341-4711

**Deadline For Questions:**
No later than 1:00 P.M. Eastern Time on January 8, 2020.

**E-Mail Questions To:** richg@hiltonheadislandsc.gov

**Offeror Name:**

**Offeror Contact Name:**

**Offeror Mailing Address:**

**Offeror Contact Phone:**

**City-State-Zip-Code:**

**Offeror Contact Email Address:**

By signature below, I certify that this proposal is made and submitted without prior understanding, agreement, or connection with any corporation, firm or any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. I agree that this proposal shall be good and held open for a period of at least sixty (60) days from the Submittal Deadline. I agree to abide by all conditions of this solicitation and certify that I am authorized to sign this proposal on behalf of the proposer.

**Offeror Authorized Signature:**

**Name and Title of Signator:**

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*Proposals received after this time and date shall be rejected and will not be considered for contract award, without exception. If proposer intends to hand deliver their proposal on the day of the proposal opening, please be aware that proposer accepts sole and complete risk if their proposal cannot be delivered on time due to unforeseen circumstances such as travel delays, weather or illness.*
TOWN OF HILTON HEAD ISLAND
RFP 2019-0045
Access Control Services and Equipment

I. GENERAL INFORMATION AND SUBMITTAL INSTRUCTIONS

The Town of Hilton Head Island ("Town") is soliciting sealed proposals from qualified contractors ("Offerors" or "Contractors") to provide Access Control Services and Equipment for the Town’s Access Control Systems. Services shall be provided on an as needed basis in accordance with the specifications provided herein.

Please submit three (3) paper copies and one (1) electronic copy (on a USB drive) of your proposal by the Proposal Submittal Deadline identified on the transmittal page of this RFP.

Sealed proposals should be delivered in accordance with the instructions provided on the transmittal page of this RFP. A copy of this solicitation can be obtained online at the Town’s Procurement Website as provided on the transmittal page of this RFP.

A public opening of proposals will be held on the date and time indicated on the transmittal page of this RFP, where only Offeror names shall be read.

All questions regarding this solicitation must be submitted in writing in accordance with the instructions on the transmittal page of this RFP. Questions will be responded to in writing, and all inquiries received and responses to them will be posted in one or more addendums to this solicitation on the Town’s Procurement Website. It is the Offeror’s responsibility to check the Town’s Procurement Website after the deadline for questions and prior to the Proposal Submittal Deadline to ensure they have reviewed any and all addendums issued for this solicitation.

The Town reserves the right to accept or reject any or all proposals received as a result of this solicitation, or to negotiate with all qualified Offerors, or to cancel in part or in entirety this solicitation, if it is in the best interests of the Town. The Town reserves the right to refuse any and all proposals and to waive any technicalities and formalities. The Town reserves the right to waive any requirement in this solicitation if such requirement is unmet by all Offerors, and, such a waiver is determined to be in the best interest of the Town.

This solicitation does not commit the Town to award a contract or to procure for any articles of goods or services. The Town shall not incur or pay for any costs associated with the preparation of Offeror proposals.
Proposals must be signed by an official of Offeror authorized to bind Offeror. By submitting a proposal, Offeror agrees that its proposal shall be good and held open for a period of at least sixty (60) days from the Due Date.

The Town does not discriminate on the basis of race, color, national origin, sex [including pregnancy and childbirth (or related medical conditions)], religion, age or disability in employment or in the provision of goods and services.

The Town recognizes that small businesses enterprises as well as businesses enterprises owned and operated by women and/or minority persons (collectively “disadvantaged business”) have historically faced challenges resulting in less than full participation in the free enterprise system to a degree disproportionate to other businesses. Therefore, the Town is committed to ensuring that such disadvantaged business enterprises are afforded every opportunity to fully and fairly participate in the Town’s procurement process for goods and services. In the event of a tie after the scoring of proposals involving a certified disadvantaged Offeror and a non-disadvantaged Offeror, the Town will award the contract to the certified disadvantaged Offeror. Tied proposals involving two certified disadvantaged Offerors will be settled by selecting the proposal having the lowest total cost to the Town. It is the obligation of the disadvantaged Offeror to submit proof of current certification from a governmental entity in the United States at the time they submit their proposal in order for the certification to be considered by the Town in determining an award as described above. Tied proposals involving two non-disadvantaged Offerors will be settled by selecting the proposal having the lowest total cost to the Town.

II. **SCOPE OF WORK / SPECIFICATIONS**

The Town uses Honeywell’s access control system at ten (10) locations with a single centralized management Win-Pak server. The Town will look to the selected Contractor to provide services to maintain the current system Win-Pak server, and provide support services for repair of the physical access control system’s components.

The resulting contract will be for a term of five (5) years. Service calls will be expected during normal business hours (Monday – Friday, 8am to 5pm). **The Contractor must have a current service agreement with Honeywell to be considered for contract award.** The current system has ten (10) locations and eighty-three (83) doors/access points.

The ten (10) locations are all on Hilton Head Island, SC and the addresses are
as follows:

1. Fire Station #1: 70 Cordillo Parkway
2. Fire Station #2: 65 Lighthouse Road
3. Fire Station #3: 534 William Hilton Parkway
4. Fire Station #4: 400 Squire Pope Road
5. Fire Station #5: 20 Whooping Crane Way
6. Fire Station #6: 12 Dalmatian Lane
7. Fire Station #7: 1001 Marshland Rd
8. Training Quarters: 75 Dillon Road
9. Fire Rescue 911 Dispatch: 21 Oak Park Drive
10. Fire Rescue Headquarters: 40 Summit Drive

III. PROPOSAL REQUIREMENTS AND Formatting

Offerors are REQUIRED to submit all requested information and/or documentation outlined in this section of the solicitation. Any Offeror failing to do so may have their proposal rejected as being non-responsive and making them ineligible for contract award. Offeror must complete and return with their proposal the “Checklist of Proposal Submittal Requirements”, a copy of which is included in this solicitation as Exhibit A. Offeror shall submit their proposals in a format and sequence that follows the section numbering and layout provided in this solicitation to assist the Town in its evaluation of proposals. General marketing or other material that is not submitted in direct response to any of the requirements of this solicitation is undesirable, should not be included and if included will not be evaluated.

Offeror proposals should include at a minimum the following information which should be arranged in labeled sections as follows:

**Section A: Background.** In this section:
- Confirm that your firm has an active Honeywell service;
- Indicate how many technicians you have on your staff that would be available to provide services to the Town if awarded the contract;
- Indicate your firm’s typical response time from request of services to performance of services and delivery of end product.

**Section B: Experience.** Provide detailed description of the firm’s experience servicing Honeywell systems/equipment for clients. Provide a current client list and the number of years your firm has serviced those accounts.
Section C: Client References. Provide client references for services of a similar scope and nature. Include a minimum of three (3) client references with the following contact information: contact’s name, company, phone number and email address.

- References for clients where the work performed was similar in size and scope are preferred, and will be given more consideration than those not of similar size and scope. The Town shall be sole determiner on whether a project is of “similar size and scope”.

- The Town will only be evaluating three (3) references. If more than the number requested are provided, Town will start at the beginning of the list and work down. Town is not obligated to attempt to contact beyond the first 3 listed nor shall it be obligated to make more than a single attempt to contact a listed reference. If the Town has direct experience with the Offeror, the Town will be one of the three (3) references used for evaluation purposes.

- If less than the requested number of references are provided, or the Town is unable to obtain the desired number of responses, this may impact the scoring of your submittal.

- The Town is not responsible for incorrect reference contact information.

Section D: Fees/Costs. Provide a flat monthly rate that the Town will pay for your firm to maintain the current system Win-Pak server, and provide support services for repair of the physical access control system’s components. Costs shall be all-inclusive. Fees will remain constant over the life of the proposed 5-year agreement.

Section E: Required Forms. Offeror must complete and return with their response:

- “Checklist of Response Submittal Requirements”, a copy of which is included in this solicitation as Exhibit A.

- Completed I9 Affidavit, a copy of which is included in this solicitation as Exhibit C.

- Certificate of Insurance as evidence that Contractor meets the insurance requirements specified in Exhibit B of this RFP.
Town of Hilton Head Island shall be added as an Additional Insured on Contractor’s Insurance upon contract award.

IV. EVALUATION CRITERIA AND CONTRACT AWARD

If a contract is awarded as result of this solicitation, such award shall be made to the responsive and responsible Offeror with the highest rated proposal based on the stated evaluation criteria. Contract award, as well as contract continuation of the contract in subsequent fiscal periods, is subject to availability of Town funds. In the event that contract negotiations with the highest rated Offeror are unsuccessful, the Town reserves the right to begin contract negotiations with next highest rated Offeror.

All proposals from Offerors having a current service agreement with Honeywell will be evaluated based on the following criteria.

1. **Experience** (35%) - Offeror’s experience in providing services which are similar in scope.

2. **Quality of Services** (35%) – This will be based on the response of client references as well as any direct experience the Town has with Offeror.

3. **Costs** (30%)

V. STANDARD CONTRACT TERMS AND CONDITIONS

Offeror acknowledges it has read and understands the terms and conditions provided in the Town’s standard contract clauses attached hereto as Exhibit B. Offeror also agrees that such clauses shall substantially form the basis for a contract between Offeror and Town. Offeror also acknowledges that terms and conditions provided in this RFP, either in their entirety or relevant portions thereof, may be included and become part of any resulting contract.

The anticipated term of the resulting contract shall be five (5) years.
EXHIBIT A

RFP 2019-0045
Access Control Service and Equipment

Checklist of Submittal Requirements

The following checklist is intended to advise the Offeror of all items or information that must be included with their submittal. Offerors shall provide:

1. A submittal that addresses all the required elements and formatting as specified in this RFP.
2. Signed Offeror Acknowledgement on this Exhibit A below.
3. Completed Affidavit acknowledging the requirements of the South Carolina Illegal Immigration Reform Act, Exhibit C.
4. Certificate of Insurance as evidence that Contractor meets the insurance requirements specified in Exhibit B of this RFP. Town of Hilton Head Island shall be added as an Additional Insured on Contractor’s Insurance upon contract award.
5. Offeror shall include current Town business license with their sealed bid if they have one. If not, Offeror will be required to obtain one prior to commencing any work if awarded the contract.

Offeror Acknowledgement:

I have read the above checklist of submittal requirements as well as this solicitation in its entirety, and understand that failure to submit any item, document, form or information identified as being required in either document, may result in the rejection of our submittal and eliminate our company from consideration for contract award.

Signature: ________________________________

Name: ________________________________

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

WHEREAS, the Town has a need for a qualified contractor to provide Access Control System Services and Equipment;

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

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

1. The Contractor shall provide Access Control System Services and Equipment for the Town in accordance with the scope of work attached hereto as Exhibit A and made part of this Agreement.

2. During the term of this Agreement, the Town shall pay the Contractor a monthly flat rate of _______________________ dollars ($XX.XX).

3. The term of this Agreement shall be for a period of five (5) years commencing on the date of execution.

4. The Contractor is required to maintain appropriate levels of insurance for both workers compensation coverage and for auto liability. The Contractor is required to maintain one million dollars ($1,000,000) of general liability insurance. The Contractor must provide the Town with a Certificate of Insurance evidencing that they have the required insurance coverages. The Town shall be named as an additional insured with respect to general liability and auto liability coverages. The Contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.

5. The Town may terminate this Agreement in whole or in part at any time for the convenience of the Town. If the Agreement is terminated for the convenience, the Town will pay the contractor for costs incurred to that date of termination. The Town may also terminate this Agreement when funds are not appropriated or otherwise made available to support continuation of this Agreement in subsequent fiscal periods.

6. Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, such a determination shall not render void, invalid, or unenforceable any other part of this Agreement.
7. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.

8. This Agreement may not be modified unless such modification is in writing and signed by both parties.

9. The Contractor may not assign this Agreement without the prior written approval of the Town.

10. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney’s fees, whether incurred prior to the institution of litigation, during litigation, or on appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.

11. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this Agreement. Nothing contained herein creates any relationship between the Town and the Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement, and the conduct and control of the agents and employees of the Contractor and the methods utilized by the Contractor in fulfilling its obligations hereunder shall lie solely and exclusively with the Contractor and its agents and employees shall not be considered agents or employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town.

12. The Contractor, by signing this Agreement, hereby certifies that Contractor shall comply with all applicable requirements of the South Carolina Illegal Immigration Reform Act, S.C. Code Ann. §41-8-10 (2007) et seq., (the "Act"), and that Contractor covenants and agrees as follows:

   12.1. Contractor shall not knowingly or intentionally employ any unauthorized alien and, unless excluded from coverage of the "Act", shall verify the work authorization of newly hired employees performing work under the Agreement by registering and participating in the Federal Work Authorization Program (E-verify) and verifying the work authorization of every new hired employee within three (3) business days after employing employee.

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

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

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

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

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

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

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

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

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

WITNESSES: << CONTRACTOR’S FULL NAME >>

__________________________________
By: ________________________________
Its: ________________________________

WITNESSES: TOWN OF HILTON HEAD ISLAND

__________________________________
By: ________________________________
   Joshua A. Gruber
   Its: Assistant Town Manager
EXHIBIT C

CONTRACTOR AFFIDAVIT
SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT

In accordance with the requirements of the South Carolina Illegal Immigration Reform Act, __________________________ ("Contractor") hereby certifies that it is currently in compliance with the requirements of Title 8, Chapter 14 of the South Carolina Code Annotated and will remain in compliance with such requirements throughout the term of its contract with the Town of Hilton Head Island, South Carolina.

The Contractor hereby acknowledges that in order to comply with requirements of S. C. Code Annotated Section 8-14-20(B), it will register and participate in the federal work authorization program (E-verify) to verify the employment authorization of all new employees; and require agreement from its subcontractors, and through the subcontractors, the sub-subcontractors, to register and participate in the federal verification employment authorization of all new employees.

The Contractor agrees to provide to the Town of Hilton Head Island upon request any documentation required to establish the applicability of the South Carolina Illegal Immigration Reform Act to the contractor, subcontractor or sub-subcontractor. The Contractor further agrees that it will, upon request, provide the Town of Hilton Head Island with any documentation required to establish that the contractor and any subcontractors or sub-subcontractors are in compliance with the requirements of Title 8, Chapter 14 of the S. C. Code Annotated.

Date: _______________________  By: ____________________________________
Contractor
Title: _____________________________________
Construction

By signing its bid or proposal, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the Town of Hilton Head Island upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or (b) that Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

Non-Construction

By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the Town of Hilton Head Island upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.