



## ***PROCUREMENT DEPARTMENT***

---

**Teria G. Sheffield**  
**Procurement Director**

**SOLICITATION TYPE:** Request for Proposals

**DATE:** 3/31/2025

**ID Number:** 2987

**Title:** Transport Services for Coroner's Office

**Due Date/Time:** April 24, 2025 at 2:30 p.m.

**LATE SUBMITTALS WILL NOT BE ACCEPTED**

**Mail or Deliver To:**

York County Procurement  
PO Box 180  
Government Center Building, Room 3501  
6 S. Congress St., York, SC 29745

**Opening Location:**

Government Center Building  
Room 3401  
6 S. Congress St., York, SC 29745

**Pre-Solicitation Conference:**

N/A

**Point of Contact:** Teria Sheffield, Procurement Director

**Additional Documents available from:**

N/A

**Questions Deadline:** April 17, 2025 by 4:00 p.m.

**Tentative Date of Council Approval:** May 19, 2025

# **REQUEST FOR PROPOSALS FOR TRANSPORT SERVICES FOR THE YORK COUNTY CORONER'S OFFICE**

## **1.0 INTENT**

**1.1** York County is seeking sealed proposals from qualified firms to provide transport services for the York County Coroner's Office to include the proper pick-up and transportation of deceased bodies as so directed by the Coroner.

**1.2** This RFP describes the required scope of work, the qualifications the County is seeking, the minimum information that must be included in a proposal response and the proposal selection process.

**1.3** It is York County's intent to administer compensation for services at a per body transport rate. All respondents to this Request will be requested to propose one rate for each and every transport (fee for services).

**1.4** It is anticipated that an agreement for services will be negotiated and executed between York County and the firm who is determined to best meet the needs of the County. All firms with an interest in working with York County are encouraged to review the County's website at [www.yorkcountygov.com](http://www.yorkcountygov.com) for additional information.

## **2.0 GENERAL TERMS AND CONDITIONS**

**2.1** This request contains, in general terms, the overall objectives of York County and in obtaining the professional services indicated herein. While an attempt is made to describe the general expectations of the County and the anticipated work to be performed, the County and the successful firm may need to define a more specific scope of work as part of a negotiation process. If it becomes necessary to revise any part of this request, written amendments will be provided in an addendum form to all potential proposing firms. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of proposals will be given consideration unless an earlier date is specified on the cover page. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, posted on the County's website [www.yorkcountygov.com](http://www.yorkcountygov.com) and will be mailed or sent by available means to all known prospective Offerors prior to the established RFP opening date. Each Offeror shall acknowledge receipt of such addenda in the space provided in the RFP document. In case any Offeror fails to acknowledge receipt of such addenda or addendum, the proposal will nevertheless be construed as though it had been received and acknowledged and the submission of the proposal will constitute acknowledgement of the receipt of same. Questions received less than five (5) days prior to the date for opening of proposals unless an earlier date is specified on the cover page may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

**2.2** Each Offeror providing a response for consideration by the County is responsible for obtaining information on the conditions and restrictions involved in meeting the obligations and providing the services as set forth in this RFP. The failure or omission of an Offeror to obtain adequate information will in no way relieve the Offeror of any obligation with respect to this RFP or to an associated contract.

**2.3** York County reserves the right to retain all proposals submitted. Submission of proposal indicates acceptance by the Offeror of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between York County and the Offeror selected.

**2.4** In submitting a properly signed Proposal, the firm accepts all of the terms and conditions contained in this Request. Submitted Proposals shall remain open and if applicable, prices quoted shall be honored for a minimum of 90 days after the day of the RFP opening.

**2.5** There is no expressed or implied obligation for York County, or its agents to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

**2.6** The successful firm shall have the full and sole responsibility for performing all services as finally agreed upon and accepted by the County. In the event the Offeror fails to deliver /or perform any proposed services within the specified schedule, the County reserves the right to cancel the Contract and secure other means of providing and deduct all costs thereof from any payment due the firm.

**2.7 Chain of Communication:** To ensure the integrity of the competitive process, a strict chain of communication shall apply to each Invitation for Bids, Request for Proposals, Request for Qualifications, or any other competitive solicitation during the period between publication of the solicitation and final award. Offerors or its agents may not communicate by any means, directly or indirectly, with York County public officials, employees, its agents, or representatives or any person not otherwise listed on this document, regarding any aspect of this procurement activity. All communications must be solely with the Procurement Officer. In the sole determination of the Procurement Officer and/or York County, violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

**2.8 Prohibition of Donations and Gratuities:** Offerors are restricted from making donations to any York County governmental entity with whom they have or seek to have a contract. The Offeror represents that his/her offer discloses any gifts made, directly or through an intermediary, by the Offeror or the Offeror's named subcontractors or subconsultants to or for the benefit of York County, its agents, or representatives during the period beginning eighteen months prior to the Opening Date. No Offeror, or any person, firm, or corporation employed by the Offeror in the performance of this request, may offer or give any gift, money or anything of value or any promise for future reward or compensation to any York County employee or elected official.

### **3.0 BACKGROUND INFORMATION**

**3.1** York County is located in Upstate South Carolina and is bordered by Lancaster, Chester, and Cherokee counties in South Carolina, and Mecklenburg County in North Carolina. The Coroner's Office is located in Rock Hill, SC at 933 Heckle Blvd., Suite 103 and is approximately two miles from the County's morgue at the Piedmont Medical Center in Rock Hill.

**3.2** Because the County's current contractual agreement expires June 30, 2025, the County is soliciting the marketplace through this RFP format, to contract with a qualified firm who can provide transport services for the York County Coroner's Office.

**3.3** The Coroner estimates that the successful firm will handle between 500-600 separate countywide deliveries for their office during a twelve-month period and it is the County's intent to contract with a firm who can provide professional livery services 24-hours a day, 7-days per week, 52-weeks per year. There may also be a need for providing transport services to or from morgue facilities that may be located outside of York County.

### **4.0 QUALIFICATIONS**

**4.1** Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein: As a minimum, Offerors shall:

- Be Bonded, insured, commercial expertise with a fixed site
- Have and maintain, adequately trained personnel needed to perform under this contract
- Have and maintain adequately equipped service vehicles available for service at all times
- Provide sufficient personnel to meet the immediate needs to satisfy this contract
- Demonstrate understanding and adherence to OSHA regulations regarding potential exposure to blood and body fluids. Provide verification of annual OSHA minimum IDC training with proposal and/or when requested by the York County Coroner's Office; and
- Have and maintain telephone service, manned and operated by the successful Offeror to answer calls 24 hours a day, 365 days a year.
- Have adequate capital and credit rating sufficient to complete all operations under this Request in a satisfactory manner.
- Have an efficient office force with satisfactory record in expediting delivery of materials to field force, and capable of fulfilling proper liaison service with mechanical trade.
- Have an adequate and efficient field force with extensive knowledge of all types of work involved under this Request.
- Have a record of amicable relations with labor.
- Provide proof of on-hand adequate supply of applicable equipment in good operating condition to fulfill the Request.

## **5.0 SCOPE OF WORK**

**5.1** Offeror shall provide transport services to include the proper pick-up and transportation of deceased bodies as directed by the Coroner. The Offeror must be familiar with all portions of federal, state, municipal, and county laws and ordinances pertaining to the handling of deceased persons.

## **5.2 Vehicle Requirements**

1. The Offeror shall have available prior to a contract award at least two (2) vehicles, appropriately licensed and insured for commercial use, cleaned, properly equipped, maintained and supplied at all times. The County prefers that one of the vehicles is equipped with four wheel drive capability due to uncertain weather and terrain conditions. The vehicles must be arranged internally to accommodate the transport of decedents. The vehicles shall be capable of securing stretchers to the body of the vehicle. At least one vehicle shall remain in York County at all times.
2. The use of any audible or visual emergency equipment on any vehicle, stationary or mobile, is prohibited. No types of advertising or other commercial identifications, either interior or exterior, may be affixed to the vehicle and no other types of advertising, such as pamphlets, business cards, letters, papers of any kind may be carried in or on the vehicle.
3. Each vehicle must be supplied with the following items in sufficient quantities to make multiple calls:
  - Stretcher and related removal equipment in good working condition;
  - At least two body bags, heavy weight black, envelope opening type;
  - At least two body bags, new, unused light weight, white, envelope opening type;
  - At least one odor proof bag;
  - At least one box of disposable gloves;
  - A minimum of two clean white cloth sheets;
  - Identification bands, waterproof;
  - Disposable, protective clothing for attendants;

4. The York County Coroner reserves the right to inspect the proposed vehicles and equipment to be used in any transport for York County. Determination for acceptance shall be based on their suitability for this application. Each vehicle and equipment shall be approved by the Coroner's office before the Proposal is awarded.

### **5.3 Transport Services**

1. The Offeror shall be required to provide a minimum of two removal vehicles fully equipped to handle two standard mortuary stretchers, staffed by at least two employees who are fully insured and properly trained for the unaided removal and transportation of human remains. The equipment and assigned personnel must be available on an "as-needed basis" subject to calls for service from the York County Coroner's Office. The successful Offeror must agree to be able to respond to each of the Coroner's calls for service within a period of one (1) hour. The Offeror shall also be required to be able to provide and maintain a backup removal vehicle on an "as-needed basis". The equipment and vehicles used by the Offeror to provide these services must be visibly marked signifying the professional nature of their services.

2. The Offeror's employees who will operate these vehicles must be attired professionally and be able to communicate appropriately and interact with persons at any removal location or at any professional, familial or social level. All transport personnel must possess an appropriate and valid South Carolina driver's license, may be subject to a complete criminal background check, and shall abide by the County's drug free workplace policy.

3. The Coroner reserves the right to request clothing changes of Offeror's employees to ensure that a professional appearance is maintained when transport services are being provided. Sneakers, tee shirts, shorts, or jeans will not be permitted. Cleaned and pressed khakis and polo shirt and closed toed shoes shall be established as meeting minimum requirements for proper attire. Reporting for assignment in obviously soiled, torn, or unprofessional, provocative clothing or attire shall not be acceptable. All transport personnel are bound to confidentiality of information pertaining to the deceased.

4. The successful Offeror must ensure that all transported bodies are properly identified with appropriate identification bands showing the name of the deceased, if known, or criminal investigative case number, if the identity is not known. The band shall be placed on the right ankle in all cases. The human remains are to be placed and secured into a suitable body pouch for transport. The successful Offeror must be able to accomplish the banding and shrouding of the human remains in the absence of a Coroner representative. The successful Offeror will be required to maintain an accurate inventory of all valuable and personal effects relating to all calls. In providing transport services, the Offeror is required to comply with all applicable OSHA standards (including but not limited to standards pertaining to blood borne pathogens, hazardous communications, labeling, employee training, signage and reporting. The dispensing of all disposable supplies and bio-hazardous materials used must be consistent with OSHA guidelines and all other applicable environmental codes, statutes, resolutions and ordinances of the United States, South Carolina and York County. Upon request, the Offeror shall be prepared to provide regular interior cleaning and disinfection reports of the transport vehicles to the Coroner's Office.

5. Wastes generated by the contracting service and/or Coroner personnel shall not be left at the death scene, but will be collected by the service and removed to an appropriate disposal site. Transported waste items must not come in contact with the decedent.

## **5.4 Personnel**

In addition to Offerors demonstrating the ability to provide adequate resources, materials, and services; Offeror's personnel shall:

- Be familiar with York County's geographical lay-out and are expected to understand and communicate in written and spoken English. Drivers making transports for the County under this contract must be properly licensed motor vehicle operators in the state of South Carolina and shall be covered under a policy of liability insurance as required by the State.
- Dispatch an appropriately fitted and manned vehicle to the address supplied along with any special instructions, as applicable. Failure to provide adequate personnel and supplies to properly work at the scene may result in the Provider's removal from this contract.
- Be expected to be trained and demonstrate an understanding of the requirements pertaining to the transport, handling and care of deceased human cadavers as specified by South Carolina law.
- Be expected to conduct themselves in a professional manner whether with law enforcement or emergency personnel or the general public, regardless of where their activity is taking place.
- Be expected to be neat and clean and to wear neat, clean professional business attire while on duty for York County as specified in section 5.3 of this Request.

## **5.5 Transport Records**

1. Transport records must be kept by the Contractor and contain, at minimum, the information indicated below as well as any additional data which may be required by Federal, State, or Local authorities.

- Time notified (date and time service call was received);
- Name of official authorizing pick-up;
- Destination;
- Time of arrival at death scene;
- Name of decedent;
- BRT permit number assigned to transport;
- Time transport was made and completed to destination

## **5.6 Response Time**

1. Contractor response time from the moment of dispatch to arrival at the death scene shall be the major component though not the only one, in determination by the Coroner of adequate performance by the Contractor. This will determine whether or not the agreement is kept or canceled or renewed for additional terms. It is imperative that the Contractor be thoroughly cognizant of the requirements surrounding response time and that response time is strictly adhered to as described in this scope of work.

2. Contractor personnel, as required by the Coroner for the specific case, must arrive at the designated location within one (1) hour of the time the Coroner orders the service, via any relevant communication device, at any time, twenty-four (24) hours per day.

## **5.7 Transport Charges**

1. The County will allow for the transport service (Contractor) to stay on site, for a minimum of 30 minutes per transport call. If the transport service is required by the County to stay for longer than stipulated, standby time (wait time) will be billed in 15 minute increments per removal.

## 6.0 TERMS OF CONTRACT

**6.1 Contract Term:** The contract term shall be for three (3) years, with two optional annual renewals of one (1) year each. The Contract shall be valid from the date of the initial Purchase Order and shall remain valid for the duration of term mentioned above. Breach or non-performance of any Contract term must constitute cause upon which the County may immediately terminate the Contract by written notice. A waiver by the County of any breach or non-performance of any term of this agreement must not operate as a waiver of any subsequent breach or non-performance.

## 6.2 Termination of Contract

a. Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing thirty (30) days written notice to the other party.

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

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

d. Default: In case of default of Offeror, York County reserves the right to purchase/lease any or all items or all items/services in default open market, charging Offeror with any excessive costs.

**6.3 NON-APPROPRIATION CLAUSE:** Notwithstanding any other provision of this request/agreement, all obligations of the County under this solicitation which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

**7.0 INQUIRIES:** General questions about this solicitation should be submitted through the [GetAll portal](#), by selecting the questions icon in the corresponding Q&A column.

## 8.0 SUBMITTAL REQUIREMENTS

**8.1** The Proposal should include the following information with sections headers or tabs to identify each section. Failure to submit this information will render your Proposal as non-responsive. All responses shall include, but not be limited to, the following information:

SIGNATORY PAGE: Included in the front of the proposal should be a copy of the RFP's signature sheet (attached herein) properly signed to include the manual signature of an authorized representative of the firm and all appropriate address and contact information as listed on this form.

TAB 1: A letter of introduction and interest identifying the Offeror to include the Offeror's primary business location, main telephone numbers, and the length of time the Offeror has been in business, the total number of full-time employees, names of the Offeror's Principals and a complete list of professional services offered by the Offeror.

TAB 2: QUALIFICATIONS OF THE FIRM: Demonstrated experience and qualifications of the Offeror in providing transport services and references where the Offeror has provided similar services to other governmental or public sector entities. Provide detailed approach to accomplish the requested service objectives herein.

TAB 3: QUALIFICATIONS OF STAFF: Identification of all individuals who will be assigned by the Offeror to work with York County to include a detailed summary of each individual's professional



credentials and relevant experience. This should also include a summary of qualifications and relevant experience of all subcontractor personnel if applicable.

**TAB 4: VEHICLE/EQUIPMENT SUPPORT:** Describe the type of vehicles and equipment that will be used for transport services.

**TAB 5: COST PROPOSAL:** Each Offeror must complete and submit the Cost Proposal Form included herein. **(Proposals must be submitted as a separate PDF)**

**NOTE:** Offerors May Choose to Submit Proposal Response in Electronic Form or via Hand Delivery or Courier Service. Only One Proposal Will Be Accepted.

**8.2 ELECTRONIC SUBMITTALS:** Electronic submittals shall be uploaded in PDF format via the GetAll online portal which can be accessed via <https://www.yorkcountygov.com/217/Procurement> under the Active Bids link. To ensure that an electronic submittal is received by the due date and time, it is recommended that submittals are uploaded allowing sufficient time prior to deadline. An email confirmation of submittal will be received after clicking on the Confirm Bid button in the GetAll system. If confirmation email is not received, contact GetAll support at [support@getall.com](mailto:support@getall.com) to confirm submittal was successful. Proposals received after specified time and date will be considered as non responsive and will be rejected accordingly. Faxed information is not acceptable.

**8.3** The Offeror shall be responsible for confirming that submittal is received by the deadline. Any submittal received after the closing date and time deadline will not be considered.

**8.4** For step by step instructions on how to submit a response, select Help and then Quick Reference in the GetAll portal.

**8.5** Proposals must include all requested information. Failure to respond to any requested item may cause a Proposal to be deemed non responsive.

**8.6 IN PERSON/COURIER DELIVERED SUBMITTALS:** Proposals must be received at the location given below no later than the deadline on page 1 of this document. Information must be received at the York County Procurement Department, Room 3501, located at 6 S. Congress St., York, S.C. 29745 and must include one (1) original, clearly marked as such, and four (4) copies and one (1) electronic version (USB) of the firm's Qualifications and Proposal (include cost proposal). Faxed information is not acceptable. Proposals received after specified time and date will be rejected as non-responsive.

**8.7 SUBMITTING REDACTED OFFERS:** Proposals received by York County are considered public documents under the provisions of the South Carolina Code of Laws, Section 30-4-40, Freedom of Information Act (FOIA). If your offer includes information marked as Confidential, "Trade Secret," or "Protected", you must also submit one complete paper copy and include a digital copy in PDF format, of your offer from which you have removed or concealed such information (redacted copy). The redacted copies should (1) reflect the same pagination as the original, (2) show the empty space from which information was redacted. Except for the information removed or concealed, the redacted copies must be identical to your original offer, and the Procurement Officer must be able to view, search, copy, and print the redacted digital copy without a password. Marking your entire proposal as Confidential/Proprietary is not in conformance with the South Carolina Freedom of Information Act absent explanation providing an exemption under Section 30-4-40. A redacted copy if applicable, must be uploaded under submit response in the [GetAll portal](#), or must accompany the original submittal document if mailed or hand delivered.



## **9.0 PREPARATION OF PROPOSALS**

**A.** All Proposals should be complete and carefully worded and must convey ALL information requested by York County. If errors are found in the Offeror's Proposal, or if the Proposal fails to conform to the requirements of this solicitation, York County will be the sole judge as to whether that variance is significant enough to reject the Offer.

**B.** Proposal should be prepared simply and economically. All data, materials and documentation shall be available in a clear, concise form. If additional information is required, Offerors shall supply additional materials as needed for the evaluating committee's internal use. York County reserves the right to reproduce Proposals for internal use in the evaluation process.

**C.** All Proposals shall provide a straight-forward, concise description of Offeror's ability to satisfy the requirements of this Solicitation.

**D.** Proposal must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed by a person duly authorized to legally bind the business entity submitting an Offer.

## **10.0 EVALUATION / AWARD CRITERIA**

**10.1** A selection committee will evaluate all proposals and organize a short list of firms for further consideration. York County reserves the right to invite short-listed firms to make a presentation to the selection committee as deemed necessary. The criteria will be scored based upon the information provided below:

Qualifications of the Firm	30%
Qualifications of Staff	30%
Vehicle/Equipment Support	30%
Cost Proposal	10%

## **11.0 EVALUATION OF PROPOSALS**

**11.1** The Proposals will be evaluated by a committee comprised of county officials and key personnel. The committee will evaluate each proposal received and will make a recommendation to the York County Council for final award decision, as applicable.

**11.2** The Offeror's past performance, personnel experience/project team, experience in the services, outlined in section 5.0 Scope of Work, in addition to the merits of the Proposals and cost are the general Evaluation Criteria as defined in section 10.0.

**11.3** York County may require oral and visual presentation from those firms/individuals that are ranked or short-listed. This shall be done at York County's sole discretion when it determines presentations are essential as part of the evaluation process.

**11.4** York County reserves the right to reject any and all Proposals at any time prior to award; and to waive informalities and minor irregularities, and request additional information or clarifications in the evaluation of responses received. York County shall select the offer that best serves the interest of York County; Offerors are advised to provide all pertinent information required by the Proposal in their written response.

**12.0 PROTEST PROCEDURES** - Any prospective bidder, offeror, contractor or subcontractor aggrieved in connection with the solicitation of a contract shall protest to the Procurement Director within seven days, but not thereafter, of the date of issuance of the invitation for bids, request for proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual bidder, offeror, contractor or subcontractor aggrieved in connection with the intended award or award of a contract shall protest to the appropriate Procurement Officer within seven days, but not thereafter, of the date notification of award is posted. A protest shall be in writing, submitted to the Procurement Director, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received within the time provided.

### **13.0 COST PROPOSAL**

**13.1** Offeror shall provide a detailed cost proposal to include all costs, professional services, expenses, etc. needed to complete the work outlined in this RFP. Pricing shall include a cost per body transported to include the cost for the appropriate body bag and disposable materials and cost for any waiting time and any additional transport costs for out of County per mile transport services.

**13.2 COST PROPOSAL:** The Offeror must submit cost proposal as described in section 8.2 for electronic submittals or as described in section 8.6 for in person/courier delivered submittals.

**Company Name:** \_\_\_\_\_

### **PRICING**

<b>DESCRIPTION</b>	<b>EACH PRICE</b>
Regular Body Bag	
Heavy Body Bag	
Wait Time after 30 minutes	
Mileage per bag, per body for out of County Transports	

### **14.0 SUMMARY**

A contract may be awarded to the firm whose qualifications and project approach best meets the requirements and criteria set forth in this request and is most advantageous to the County. The proposing firm shall demonstrate compliance with the requirements established in this RFP and must be able to perform the tasks in accordance with the standards contained herein. The successful firm shall have the full and sole responsibility of providing all of the proposed services as finally agreed upon and accepted by the County.

## **15.0 GENERAL REQUIREMENTS**

**15.1** All Offerors including the employees of the Offeror must comply with all applicable Federal, State, and County laws pertaining to contracts entered into by governmental agencies, including non-discrimination employment. Contracts entered into on the basis of submitted proposal responses are revocable if contrary to law. Contracts for work resulting from this request will obligate the Offeror to not discriminate on the basis of race, color, creed, religion, handicap, or national origin in their employment practices.

**15.2 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964** Contractors shall comply with Title VI of the Civil Rights Act of 1964. York County strongly encourages the use of and involvement of Disadvantaged Business Enterprises (DBE) on this project.

**15.3 CONFLICT OF INTEREST:** The successful firm shall not knowingly employ, during the period of a contract, or any extensions to it, any professional personnel who are also in the employ of York County and who are providing services involving this request or services similar in nature to the scope of this request to the County. Furthermore, the firm shall not knowingly employ, during the period of a contract or any extensions to it, any York County employee who has participated in the making of a contract until at least two years after his/her termination of employment with York County.

**15.4 INDEMNIFICATION AND HOLD HARMLESS:** The successful firm shall agree to protect, defend, indemnify, and forever hold harmless, the County, its agents, officers, and employees, from and against any and all claims, liabilities, damages, costs, actions, proceedings, of any nature whatsoever, however alleged or termed, or in any lawsuits, arising in any manner out of any action or failure to act, by the firm, its officers, agents, and employees, or relating to or arising out of the performance or failure to perform, by the firm, its officers, agents, and employees, any obligations arising under its agreement with the County, or any other type claim/lawsuit whatsoever, however alleged or termed, which may arise at any time as a result of or related to the provision of service(s) for the County by the successful firm, without regard to the source, nature, or validity of the claim/lawsuit. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, loss of use and/or services, claims for injury, damage, disability, property damage, or death, injury to real or personal property, and attorneys' fees, costs, and expenses incurred by the County or any of its agents, officers, and employees.

**15.4.1** The County shall not be precluded from receiving the benefits of any insurance the firm may carry which provides for indemnification for any loss or damage to property in the firm's custody and control, where such loss or destruction is to County property. The firm shall do nothing to prejudice the County's right to recover against third parties for any loss, destruction or damage to County property.

**15.5 DRUG-FREE WORKPLACE:** During the performance of this request, the firm agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the firm maintains a drug-free workplace. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor/firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this request.

**15.6 APPLICABILITY/JURISDICTION OF SOUTH CAROLINA LAW AND COURTS:** Upon award of a contract under this request 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 with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful firm from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the firm 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 for taxes, licenses, or fees levied by the State.

**15.7 CERTIFICATE OF INSURANCE:** Once selected, the successful firm will be required to provide proof of insurance to include professional liability; workers compensation, employer's liability and general liability prior to commencing work.

**15.7.1** The firm must procure and maintain, for the duration of this project, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the offeror, his/her agents, representatives, employees or subcontractors. York County requires Certificates of Insurance from Offerors doing business with the County within ten (10) working days from notice of award. York County shall be named as "Additional Insured" on all Certificates of Insurance except Workers Compensation.

- General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage,
- Workers Compensation: Coverage's as required by the laws of the State of South Carolina,
- Automobile Liability: \$500,000 combined single limit per occurrence,
- Employers Liability: \$100,000 Bodily by Accident, \$500,000 Bodily Injury by Disease, \$100,000 Bodily Injury by Disease Each Employee.
- Professional Liability: \$2,000,000 per occurrence

**15.8 ASSIGNMENT:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County.

**15.9 OWNERSHIP OF MATERIAL:** All proposals and supporting materials (including all data, material, and documentation) originated and prepared for York County pursuant to this RFP and including correspondences relating to this RFP shall, belong exclusively to York County.

**15.10 PRIME CONSULTANT RESPONSIBILITIES:** The Consultant will be required to assume sole responsibility for the complete effort as required by this RFP. York County will consider the Consultant to be the sole point of contact with regard to contractual matters.

**15.11 SUBCONSULTING:** If any part of the work covered by this RFP is to be subcontracted, the Consultant shall identify the subcontracting organization and the contractual arrangements made therewith. All sub consultants must be approved by York County. The successful Consultant will also furnish the corporate or company name.

**15.12 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** The Consultant certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid.

**15.13 RECORDS RETENTION & RIGHT TO AUDIT:** The County shall have the right to audit books and records of the Consultant as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract.

The County may conduct, or have conducted, performance audits of the Consultant. The County may conduct, or have conducted, audits of specific requirements of this solicitation as determined necessary by the County.

Pertaining to all audits, Consultant shall make available to the County access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Consultant shall be made available for auditing purposes at no cost to the County.

**15.14 PUBLIC ACCESS TO PROCUREMENT INFORMATION:** Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this RFP which is deemed privileged and confidential by the Offeror, will not be disclosed. Such privileged and confidential information should be clearly marked as such and includes information which if disclosed, might cause harm to the competitive position of the Offeror supplying the information. All Offerors, therefore, must visibly mark as "CONFIDENTIAL" each specific part of their proposal which such Offerors consider to contain proprietary or other privileged information. Additionally, all Offerors shall be solely responsible for identifying as exempt from the Freedom of Information Act and for visibly marking as "EXEMPT FROM FREEDOM OF INFORMATION ACT" each specific part of their proposal which Offerors deem to be so exempt and shall further be solely responsible for any consequences that might arise from the nondisclosure of any information that is subsequently determined not to have such an exemption. York County hereby disclaims any responsibility for not disclosing information identified by any Offeror as exempt from the Freedom of Information Act and further hereby disclaims any responsibility for any information which is disclosed as a result of Offeror's failure to visibly mark it as "CONFIDENTIAL" or to improperly mark it as "confidential". Offeror must identify specific parts of the proposal package as confidential. Failure to do so or to mark the entire proposal package as confidential may result in disclosure of that information.

#### **15.15 NON-COLLUSION PROPOSAL CERTIFICATION AND DISQUALIFICATION**

By submission of a proposal, each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint proposal each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief.

The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.

Unless otherwise required by law, the prices which have been quoted in this proposal have not knowingly been disclosed by the Offeror and will not knowingly be disclosed prior to the proposal opening, directly or indirectly, to any other Offeror or to any competitor.

No attempt has been or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition. One Proposal:

Only one Proposal from an individual firm, partnership, company, or corporation under the same or under different names will be considered. If OWNER believes that an Offeror submitted more than one Proposal for the work involved, all Proposals submitted by that Offeror will be rejected.

## **15.16 CERTIFICATION REGARDING IMMIGRATION REFORM & CONTROL**

All Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages.

The Contractor certifies that, should it be awarded a contract by the County, the Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. The Contractor further certifies that it will remain in compliance throughout the term of the contract. At the County's request, the Contractor is expected to produce to the County any documentation or other such evidence to verify the Contractor's compliance with any provision, duty, certification, or the like under the contract. The Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.