



PROCUREMENT DEPARTMENT

Teria G. Sheffield
Procurement Director

SOLICITATION TYPE: Request for Proposals

DATE: 4/16/2025

ID Number: 2991

Title: Armed Security Guards

Due Date/Time: May 14, 2025 at 3:00 p.m.e.s.t.

LATE SUBMITTALS WILL NOT BE ACCEPTED

Opening Location:

Government Center Building
Room 4200
6 S. Congress St., York, SC 29745

Point of Contact: Bryant Cook, Procurement Manager

Questions Deadline: May 8, 2025 by 4:00 p.m.

Tentative Date of Council Approval: June 2, 2025

SECTION 1 SCOPE OF WORK AND SPECIFICATIONS

1.1 Description

The purpose of this request is to solicit only qualified vendors who can offer the services of providing a uniformed and armed security officer for the following locations owned by York County, collectively known hereinafter as “Facility” or “Facilities”:

Moss Justice Center (MJC) located at 1675 York Hwy, York, SC 29745
York County Family Court (FC) located at 1565 W. Main St, Rock Hill, SC 29732
York County Historic Courthouse (HC) located at 20 W. Liberty St, York, SC 29745

The Offeror of these services will provide a Guard or Guards to assist in screening the public for weapons and contraband as they enter the Facilities to provide for the safe administration of county business.

At all Facilities, there will be one Sheriff’s Deputy Person in Charge (PIC) for the duration of the shift. The PIC will generally direct the activities of the Guard, as set out in Section 1.2.

1.2 Scope

Guard Duties include, but are not limited to:

- A. Man the screening area at the main entrance of each Facility. Properly screen the public for weapons, contraband, etc. prior to entry into the Facility.
- B. Report matters of concern to the assigned PIC. Respond appropriately within the authorities granted by law, County policy, and company directives.
- C. Engage with suspicious persons to ascertain their business on assigned County property.
- D. Monitor activity and movement in assigned county buildings and throughout the Facility.
- E. Assist staff in the event of an emergency, including helping with vacating and securing the Facility when an evacuation of the Facility is required.
- F. Report any unusual activity to the assigned PIC.
- G. Report immediately any illegal activity to the assigned PIC, who will determine appropriate action.
- H. In situations where staff or visitors are in immediate danger and the assigned PIC is not readily available, the Guard will radio for assistance and/or phone 911.
- I. Check exterior and interior doors to ensure all doors are secured (lock and closed) and all door locks and card readers are operational and functioning properly. Notify assigned PIC of malfunctioning doors/locks and request maintenance for necessary repairs. Maintain a record of unsecured doors.

- J. Operate and monitor security systems, including video surveillance systems and two-way radios, x-ray machines, walk-through and hand-held metal detectors to maximize security coverage and protection of people, property, and the peaceful conduct of county business.
- K. Ensure security systems are operational and properly functioning each day; request maintenance when needed.
- L. Assist with conducting and participate in fire drills, lockdown drills, and other safety drills.
- M. Participate in safety and security inspections. Advise county officers of hazardous conditions, unsafe procedures, and other serious security matters.
- N. Recommend and assist with implementing mitigation measures.
- O. Communicate with the assigned PIC in a timely manner regarding on-going concerns, problems, or unresolved issues that jeopardize safety and/or security, violate County policy or protocol, or otherwise hinder the orderly conduct of county business.
- P. Document and report immediately to the appropriate officials any evidence of criminal activity.
- Q. Cooperate fully with administrative or criminal investigations. Testify in criminal or administrative proceedings as necessary.
- R. Perform other security-related duties as assigned.

SECTION 2 OTHER REQUIRMENTS

2.1 Background Investigations

The Offeror shall have a company policy that provides for a thorough criminal background check on all personnel assigned to County locations including guards, site supervisors, company officials, and employees who may occasionally visit locations in an official capacity. No Guard assigned to a County post shall have any prior misdemeanor or felony convictions.

The Offeror shall obtain criminal background checks on all Contract personnel prior to the start of this Contract or upon employment, and at least once per year thereafter. The Offeror shall provide documentation to the County illustrating that background checks have been successfully completed by the York County Sheriff's Office. The Offeror shall inform the County, by certified mail, of any criminal convictions of any type for Contract personnel within five (5) days of obtaining the information. Documentation of all background checks having been performed must be provided to County to ensure all personnel have been properly vetted and are eligible for employment. The full cost of background checks is the responsibility of the Offeror and may not be billed back to the County as an extra cost.

2.2 Schedule

Moss Justice Center

One (1) Guard shall be provided for 24 hours per day, 7 days per week. Holiday pay (8 hours) will be provided for York County-recognized holidays (New Year's Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and the day after, Christmas Eve and Christmas Day).

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York County Family Court

One (1) Guard shall be provided for 40-52 hours per week between the hours of 7:30am and 5:30pm, with Overtime as needed. No coverage will be needed for York County-recognized holidays (New Year's Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and the day after, Christmas Eve and Christmas Day).

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York County Historic Courthouse

One (1) Guard shall be provided for 40 hours per week between the hours of 7:30am and 5:30pm. No coverage will be needed for York County-recognized holidays (New Year's Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and the day after, Christmas Eve and Christmas Day). Please note: The Historical Courthouse will be under renovations during the initial period of the Contract and the Guard mentioned here is not expected to be needed during this initial period. However, an additional Guard may be needed at Moss Justice Center if York County determines one is necessary to handle excess visitor traffic.

The Offeror shall be able to provide additional security guard hours beyond those listed above with twenty-four (24) hour notice, at the Facilities listed or at any other York County-owned facility.

2.3 Equipment

A. The Offeror shall provide each Guard with all clothing and equipment necessary to perform the tasks described herein and the post orders. These may include, but are not limited to, appropriate seasonal outer garments, flashlights, safety shoes, reflective vests, 2-way radios, cell phones, etc. The Offeror shall ensure that Guards have their own transportation to each location.

B. The on-site personnel shall use a security station and phone provided by the County at each location. The phone is to be used for business purposes only. The security station will be stocked with ordinary office supplies. Use of any other County equipment without permission of York County is prohibited.

C. Keys and/or access cards will be issued to the Offeror by the County. The post orders prepared by the Offeror shall have a section that describes the issuance and control of access cards and keys. In the event that the Offeror loses a key or keys, he/she may be responsible for the total cost of key replacement, re-keying of locks, or re-keying of an entire building depending on the severity of the security breach. The Offeror shall report the occurrence of a lost key or access card immediately, following procedures provided by York County. Offeror shall require all employees performing under this Contract to personally sign and be responsible for each electronic access card to gain entry to work areas. Access cards are to be

used only by the individual who has been assigned the card and approved by the County. When an individual is no longer employed by the Offeror, the card must be reassigned. If a card is lost, the County must be notified immediately. Use of electronic pass card by any person other than the individual to whom the card is assigned will be ample cause for termination of the Contract. The County reserves the right to charge the Offeror for lost or damaged cards.

D. In the event that county equipment is damaged due to negligence by the Offeror or Offeror's employees, the Offeror will be responsible for the reimbursement of any expenses incurred as a result of that negligence.

2.4 Drug Testing

A. Provisions shall be made for drug testing of all individuals assigned to County sites including guards, supervisors and company officials. Prior to assignment to the County, the Offeror shall certify in writing to the County that each employee has had a drug test performed within the previous thirty (30) days. Any employee with a positive drug test shall not be assigned to a County post. If at any time an assigned employee tests positive for drug use, that individual shall be removed immediately. He/she may not be reassigned without written permission from York County.

B. After initial assignment, each employee shall be tested for drug use once every six (6) months. The Offeror shall certify in writing to the County that each follow up drug test has been performed within ten (10) days of each test. The full cost of drug testing is the responsibility of the Offeror and may not be billed as an extra cost.

2.5 County Right of Removal

The County reserves the right to require immediate removal of any employee from County service it deems unfit for service for any reason not contrary to law. This right is nonnegotiable and the Offeror agrees to this condition by accepting this Contract. The Offeror should have enough qualified guards so as to be able to provide a replacement within twenty-four (24) hours. Posts remaining vacant beyond these time limits may be cause for termination of the Contract.

2.6 Education, Training, and Experience

A. Supervision: The Offeror shall provide on-site supervision of all Guards assigned to monitor Guards' activities. Supervision shall include unannounced inspections by a company official to assigned locations. The supervisor shall meet with the Guard and meet the York County designated Person in Charge separately.

Offeror shall provide a means of contact with a company official who has supervisory authority over the positions. This means of contact shall be set up in such a way so as to ensure that the County will be able to speak with a supervisor within fifteen (15) minutes and that he/she can be on-site within one (1) hour if the situation requires it.

The Offeror must provide documentation that the site supervisor has received adequate training as a supervisor of security guards or has had at least two (2) years' experience supervising security personnel. Should a substitute supervisor be temporarily on duty, he/she

must be qualified and have full authority to act in a supervisory capacity. A regularly assigned Guard may not be used as temporary supervisor without permission of York County so that all required screening can be verified.

B. Training: The Offeror shall provide documentation that all persons assigned to work at County sites have been trained in communication skills, interpersonal skills (e.g., conflict resolution), law enforcement requirements, and report or incident writing. The Offeror shall comply with the training requirements as required by South Carolina Law Enforcement Division (SLED) relating to Private Security Services. All persons assigned must have a valid and current security weapons permit issued by SLED. In addition, the Offeror is responsible for ensuring that all persons assigned have the training required to operate X-ray inspection equipment and metal detectors. This training includes the radiological training required by SCDHEC to operate X-ray equipment. A copy of the certification document shall be provided to the County.

C. Language Requirement: The County requires that all security personnel, including Guards, be able to speak English fluently and understand written English. This requirement is necessary because of the high profile of the security personnel who must be able to provide directions, answer questions, file written incident reports, and deal with law enforcement or medical personnel should the need arise.

D. Education/Experience: All Guards assigned to this Contract shall possess a high school diploma or equivalent, and one or more of the following criteria or equivalent:

1. five years of armed security experience, or
2. three years of active duty military experience, or
3. six years of reserve military experience, or
4. two years of law enforcement experience, or
5. any reasonable combination of the above as approved by the YCSO.

These employees must be able to demonstrate:

1. An ability to meet and deal with the general public;
2. An ability to read, understand, and apply rules, detailed orders, instructions and training materials;
3. An ability to maintain poise and self-control under stress;
4. An ability to construct and write clear, concise, accurate and detailed reports;
5. An ability to remain vigilant during the entire shift.

E. Health and Physical Fitness Requirements: All Guards assigned to this Contract shall be in good general health and able to perform the duties of the job to which they are assigned.

F. First Aid Requirement: All Guards assigned to this Contract shall have valid Red Cross First Aid certifications and a CPR training certificate.

2.7 Uniforms, Appearance, and Professionalism

A. On-site personnel shall be neat and clean in appearance and wearing an approved uniform that is tidy and neat. Personnel shall maintain good hygiene while assigned to the County. If outer garments are worn, they must also be approved. No other items, buttons, decorations, etc., shall be worn. Shirttails shall be tucked inside pants and shoes shined.

B. The Offeror shall provide its employees with a photo identification badge. The badge shall be prominently displayed during duty hours on the front of the outer most garment.

C. Prior to the effective date of the Contract, the Offeror shall submit for approval a color photo or picture of the standard uniform to be worn by on-site personnel. Once approved, the Offeror shall not change the type, color or style of the uniform without written consent of the County.

D. The approved post orders shall describe guards' and supervisors' demeanor and ways of addressing visitor, staff, etc. In all cases, Offeror personnel shall be helpful and courteous.

E. At no time shall the on-site personnel have any visitors. The term visitors does not include Offeror supervisors or other necessary Offeror personnel.

F. Guards shall not smoke or use any tobacco materials during their shifts on York County premises. Profanity shall not be tolerated at any time while on County property.

Any Incidents that appear to be escalating shall be turned over to the York County Officer in charge.

Offeror personnel shall cooperate to the fullest possible extent with all local, state and federal law enforcement agencies. Incidents involving suspected criminal conduct shall be immediately reported to proper authority.

2.8 Kick Off Meeting

The Offeror shall meet with County staff PRIOR to the commencement of the Contract for a project kick off meeting to clarify any areas and help familiarize the Offeror with the tasks to be assigned.

SECTION 3 INSTRUCTIONS TO OFFERORS

3.1 Submission Format

The Proposal should include the following information divided into sections as indicated below. Failure to submit this information will render your Proposal as ineligible for consideration.

SIGNATORY PAGE: Included in the front of the proposal should be a copy of the RFP's signature sheet 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: TECHNICAL APPROACH: Provide a description of the Proposer's approach to the services described in Section 1 and 2, to include startup procedures/requirements, methodology, operations, training, management and billing/invoices reporting procedures to the County. Provide a copy of Proposer's schedule of services. Provide information on the managing of data collected during the contract and the systems and reporting capabilities (**25% of score**).

TAB 2: QUALIFICATIONS OF THE FIRM: Provide a description and history of the firm along with information related to previous experience of providing services similar in nature, size and scope to those outlined in sections 1 and 2 of this document. Provide at least three (3) references for which the firm has performed services within the past five years that are similar to the requirements in the Scope of Services outlined in section 1 of this document **(20% of score)**.

TAB 3: QUALIFICATIONS OF STAFF: Provide an organization chart, resumes, and summary of staff qualifications; along with key project staff pertaining to the contract. Key staff's experience demonstrating current capacity and current expertise in the scope of work outlined in Sections 1 and 2 of this document. Provide education, certifications, or special training of key staff members who would be assigned to the contract **(20% of score)**.

TAB 4: SERVICE CAPABILITIES: Proposer's locations or branches that would service York County or location from which Contractor(s) would be deployed. Outline of service area and capabilities of staff/capacity to meet the needs of York County **(15% of score)**.

COST PROPOSAL (one copy in a separate sealed envelope): Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein in below. The Cost Proposal will be evaluated on the rates that will be billed to the County with any addition of overhead, administrative costs or price increases applied **(20% of score)**.

3.2 Preparation of Proposal

All proposals should be complete and carefully worded and must convey all information requested by York County. If errors are found in the proposal, or if the proposal fails to conform to the requirements of the RFP, the evaluating committee will be the sole judge as to whether that variance is significant enough to reject the proposal.

Proposals should be prepared simply and economically. All data, materials and documentation shall be available in a clear, concise form. If additional information is required, Offeror 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.

All proposals shall provide a straight-forward, concise description of Offeror's ability to satisfy the requirements of the RFP.

All documentation submitted with the proposal should be in a single volume excluding the cost proposal, which must be submitted separately in a different PDF under Cost Proposal in the GetAll portal, to be evaluated after all other sections have been evaluated and scored.

If a proposal includes any documents or comment(s) over and above the specific information requested in this RFP, such material must be included as an appendix to such proposal.

3.3 Submitting Redacted Copy

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 proposal includes information marked as Confidential, "Trade Secret," or "Protected", Offeror must also submit one complete paper copy and include a digital copy in PDF format, of the proposal from which Offeror has 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 the original proposal, and the Procurement Officer must be able to view, search, copy, and print the redacted digital copy without a password. Marking the 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

3.4 Submittal

Online submittal: Electronic submittals shall be uploaded in PDF format via the GetAll portal which can be accessed at <https://www.yorkcountygov.com/217/Procurement> under Active Bids. 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 a confirmation email is not received, contact GetAll support at support@getall.com to confirm the submittal was successful. 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.

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

3.5 Intent

It is the intent and purpose of York County that this Request permits competition. It must be the Offeror's responsibility to advise York County if any language, requirements, etc., or any combinations thereof, inadvertently limits the requirements stated in this request to a single source.

It is also the intent of this Request to give equal consideration to all Offerors. While evaluating each Proposal; price and service will be factors in making a purchasing decision.

3.6 Additional Information

York County reserves the right to reject any or all responses, waive any technicalities and select the Offeror who is determined to best meet the needs of the County for this Request.

To assure clarity, all Offerors may contact the appropriate county officials as listed in the Inquiries section of this solicitation, via email and ask pertinent questions regarding the requirements/specifications of this Request. 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 otherwise specified on 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. Each Offeror must acknowledge receipt of such addenda in the space provided in the Proposal 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. It is the responsibility of each Offeror to verify that he has received all addenda issued before Proposals are opened. Questions received less than five (5) days prior to the date for opening of Proposals may not be answered unless otherwise

specified on cover page. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

3.7 Inquiries

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

SECTION 4 EVALUATION, AWARD, AND CONTRACT

4.1 Evaluation of Proposals

The Offerors proposals will be evaluated by a committee comprised of county officials and key personnel with experience and knowledge of services and contracts of this scope and nature.

The Offerors' past performance, personnel experience/project team, experience in the services outlined in Section 1 of this document, in addition to the merits of the Proposal and costs are the general Evaluation Criteria. These criteria excluding the cost will be independently evaluated by each committee member. Once the committee has evaluated each proposal, the score will be tallied. Lastly the Cost Proposal will be opened and factored into the final scores.

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.

4.2 Presentations

York County may require oral and visual presentation from those firms that are ranked or short-listed. This shall be done at York County's sole discretion when it feels presentations are essential as part of the evaluation process. It is the intention of York County to short list three (3) firms and rank each of them according to the most qualified firm with a Proposal and presentation that best suit the needs of York County.

4.3 Award

The County must award this Proposal to the lowest responsible and responsive Offeror who best meets the terms and conditions of the Proposal. The award will be made on basis of price, product evaluation, and prior history of service and capability. York County reserves the right to reject any or all Proposal s and to make an award to the most advantageous vendor.

Upon determination of the lowest Offeror, review of Proposal for responsiveness, and satisfaction that the vendor is responsible, then upon approval of the York County Council, a Purchase Order will be issued to that vendor.

4.4 Terms of Contract

The contract term shall be for one (1) year with four (4) additional one (1) year renewal options.

The Contract must be valid from the date of the initial Purchase Order and must 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.

4.5 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 Vendor 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 Vendor, York County reserves the right to purchase/lease any or all items or all items/services in default open market, charging Vendor with any excessive costs.

4.6 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.

4.7 Protest

This option is available to any actual Offeror, contractor or subcontractor aggrieved in connection with the intended award or award of a contract via protest to the appropriate procurement officer within seven days, but not thereafter, of the date notification of award is posted. The first step in this process must be formally addressed to the Procurement Director after the award decision, and subsequently progress to the County Council in the event that a mutual agreement cannot be obtained in the remedy of the award decision.

SECTION 5 TERMS AND CONDITIONS

5.1 Acceptance and Deviations

Each Offeror must meet all of the specifications and proposal terms and conditions. By virtue of the proposal submission, the Offeror acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the PROPOSAL. Non-substantial deviations may be considered provided that the Offeror submits a full description and explanation of and justification for the proposed deviations in the Exceptions form provided in Section 6.3. Whether any proposed deviation is non-substantial will be determined by York County in its sole discretion.

5.2 General Requirements

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.

5.3 Title VI of the Civil Rights Act of 1964

Offerors 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.

5.4 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.

5.5 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. 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.

5.6 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 the request.

5.7 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.

5.8 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.

5.9 Assignment

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

5.10 Ownership of Material

All proposals and supporting materials (including all data, material, and documentation) originated and prepared for York County pursuant to this SOLICITATION and including correspondences relating to this SOLICITATION shall, belong exclusively to York County.

5.11 Prime Responsibilities

The successful firm will be required to assume sole responsibility for the complete effort as required by this solicitation. York County will consider the successful firm to be the sole point of contact with regard to contractual matters.

5.12 Subcontracting

If any part of the work covered by this solicitation is to be subcontracted, the successful firm shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by York County. The successful firm will also furnish the corporate or company name.

5.13 Records Retention and Right to Audit

The County shall have the right to audit books and records of the successful firm 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 successful firm. The County may conduct, or have conducted, audits of specific requirements of this solicitation as determined necessary by the County. Pertaining to all audits, successful firm 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 successful firm shall be made available for auditing purposes at no cost to the County.

5.14 Public Access to Procurement Information

Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this SOLICITATION 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.

5.15 Non-Collusion Proposal and 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 a Offeror submitted more than one Proposal for the work involved, all Proposals submitted by that Offeror will be rejected.

5.16 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

The Offeror 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 (if applicable) that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Offeror or any lower tier participant is unable to certify to this statement, it must attach an explanation to this solicitation/proposal.

5.17 Certification Regarding Immigration Reform and Control

The Offeror certifies, by submission of this document or acceptance of a contract, that 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 proposal, 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.

5.18 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.

5.19 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.

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