



AGREEMENT FOR ARMED SECURITY GUARDS FOR THE YORK COUNTY SHERIFF'S DEPARTMENT

(RFP # 2991 (hereinafter "COUNTY'S RFP"))

THIS AGREEMENT, made and entered into this [Click or tap here to enter text.](#) day of [Click or tap here to enter text.](#), 2025, by and between **York County** (COUNTY), having its principal office at 6 South Congress Street, York, South Carolina 29745 and [Click or tap here to enter text.](#) (CONTRACTOR), having its principal office at [Click or tap here to enter text.](#)

WHEREAS, authorization to enter into this Agreement was granted by York County Council on [Click or tap here to enter text.](#) [Click or tap here to enter text.](#), 2025

NOW THEREFORE, in consideration of the Contract sum and or the mutual promises and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **TERM**

The term of this Agreement shall commence on the later of **July 1, 2025** or the Effective Date and shall end on **June 30, 2028**

The CONTRACTOR is not authorized to provide any Work, or incur any expenses, until this Agreement has been fully executed.

2. **SCOPE OF THE WORK**

2.1 The CONTRACTOR shall perform all duties described in **Exhibit A: CONTRACTOR's Scope of Work.**

2.2 The COUNTY shall perform all duties described in **Exhibit B: COUNTY's Scope of Work.**

2.3 Both the COUNTY and the CONTRACTOR shall designate an employee as the primary contact for this Agreement and the duties performed under this Agreement.

3. **THE CONTRACT SUM**

3.1 The COUNTY shall pay the CONTRACTOR for the faithful performance of its duties at the rates and under the terms stated in **Exhibit C: Billing Rate and Payment**.

4. **COMMENCEMENT AND COMPLETION OF WORK**

4.1 The CONTRACTOR will commence its duties upon notice from the COUNTY that it may proceed.

4.2 The COUNTY will utilize the CONTRACTOR's employees on an as-needed basis and according to the schedule described in Exhibit A, Section C.

5. **GENERAL TERMS AND CONDITIONS**

5.1 The CONTRACTOR, including the employees of the CONTRACTOR, must comply with all applicable Federal, State, and County laws pertaining to contracts entered into by governmental agencies, including non-discrimination employment. The CONTRACTOR shall not discriminate on the basis of race, color, creed, religion, handicap, or national origin in their employment practices.

5.2 The CONTRACTOR shall not knowingly employ, during the period of a contract, or any extensions to it, any 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 CONTRACTOR 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 or her termination of employment with York County.

5.3 **PROHIBITION ON GRATUITIES:** Neither the CONTRACTOR, nor any person or business employed by the CONTRACTOR in the performance of this request, shall offer or give any gift, money or anything of value, or any promise for future reward or compensation to any York County employee at any time.

5.4 **INDEMNIFICATION:** The CONTRACTOR agrees 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 CONTRACTOR, its officers, agents, and employees, or relating to or arising out of the performance or failure to perform, by the CONTRACTOR, its officers, agents, and employees, any obligations arising under its agreement with the COUNTY, or any other type claim or 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 CONTRACTOR, without regard to the source, nature, or validity of the claim or lawsuit. Losses, liabilities, expenses, and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, loss of use 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.

5.5 The CONTRACTOR shall not preclude the COUNTY from receiving the benefits of any insurance the CONTRACTOR may carry which provides for indemnification for any loss or damage to property in the CONTRACTOR's custody and control, where such loss or destruction is to County property. The CONTRACTOR 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 Agreement, the CONTRACTOR must inform employees that the COUNTY maintains a drug-free workplace; post notification of the COUNTY's drug-free workplace policy in conspicuous places, available to employees and applicants for employment; provide employees with 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 CONTRACTOR that the CONTRACTOR maintains a drug-free workplace.

5.7 APPLICABILITY/JURISDICITON OF SOUTH CAROLINA LAW AND COURTS: The CONTRACTOR agrees to comply with the laws of South Carolina which require The CONTRACTOR to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statues may exempt or exclude The CONTRACTOR from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed Agreement, The CONTRACTOR 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 this Agreement and the performance thereof, including any questions as to liability for taxes, licenses, or fees levied by the State.

5.8 ASSIGNMENT: This Agreement may not be assigned, sublet, or transferred without the written consent of the COUNTY.

5.9 OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the COUNTY pursuant to this Agreement shall belong exclusively to the COUNTY. Additionally, all equipment, materials, and documents provided by the COUNTY for the CONTRACTOR's work shall remain the property of the COUNTY and shall be returned to the COUNTY upon termination of this Agreement.

5.10 SUBCONTRACTING: If the CONTRACTOR intends to complete any part of the work with subcontractors, the CONTRACTOR must identify the subcontracting organization, the corporate or company name, and the contractual arrangements made therewith.

5.11 RECORDS RETENTION & RIGHT TO AUDIT: The COUNTY shall have the right to audit books and records of the CONTRACTOR pertaining to this Agreement. Such books and records shall be maintained for a period of three (3) years from the date of final payment under this Agreement. For all audits, the CONTRACTOR 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 CONTRACTOR shall be made available for auditing purposes at no cost to the COUNTY.

5.12 COUNTERPARTS: This Agreement may be executed in multiple counterparts, each of which deemed an original, but all of which constitute one and the same agreement.

5.13 CONFIDENTIALITY AND NON-DISCLOSURE: The CONTRACTOR acknowledges and agrees that, in the course of providing services to the COUNTY, the CONTRACTOR will obtain confidential information and records about the COUNTY, including, but not limited to, information about employees, the COUNTY practices and procedures and financial information. The CONTRACTOR further agrees to maintain the confidentiality of all such information, and not to disclose any such information, at any time, to any individual or party not bound by this Agreement.

5.14 ENTIRE AGREEMENT: This Agreement and the attached Exhibits A through D constitute the entire Agreement between the parties and supersede any prior understanding between them. No representations, arrangements, understandings, or agreements relating to the subject matter exist among the parties except as expressed in this Agreement. Any modification or amendment to this Agreement shall be void unless it is in writing and signed by the parties.

6. DISPUTE RESOLUTION

6.1 The COUNTY and CONTRACTOR agree to negotiate all disputes between them in good faith prior to exercising their rights under law.

6.2 Any claim, dispute or other matter in question arising from or related to this Agreement or the performance or breach thereof, which cannot be resolved through direct discussions between parties shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party, and only after both parties have completed the mediation process.

6.3 Through mediation, the CONTRACTOR and the COUNTY shall endeavor to resolve claims, disputes, or other matters in question between them by mediation in an informal process in which a third-party mediator facilitates discussion between the parties. The parties may designate a mediator mutually agreeable to both the CONTRACTOR and the COUNTY to conduct the mediation. If the parties are unable to agree upon a mediator, mediation shall be conducted in accordance with the mediation provision of the South Carolina Circuit Court Alternative Dispute Resolution Rules. The mediation shall be conducted in York County, South Carolina. A request for mediation shall be filed in writing with the other party to this Agreement, and legal or equitable proceedings shall be

stayed pending mediation for a period of sixty (60) days from the date of the request for mediation is filed, unless stayed for a longer period of time by agreement of the parties or court order. The cost of a third-party mediator will be shared equally by the parties.

6.4 If the parties reach an agreement during the mediation process, they shall reduce the contract to writing and sign it with their attorneys, if any. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

6.5 In any action or proceedings to enforce or interpret any provision of this Agreement, or where any provision herein is validity asserted as a defense, each Party shall bear its own attorney fees, costs, and expenses.

7. TERMINATION

7.1 This Agreement automatically terminates **3 years** after the Effective Date. However, the parties may agree to a maximum of **Two** one-year extensions to this Agreement. Both parties must approve extensions to this Agreement in writing.

7.2 Termination for Convenience

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

7.2.2 In the event that this Agreement is terminated or canceled upon request and for the convenience of the COUNTY without the required (30) days advance written notice, and then the COUNTY shall negotiate reasonable termination costs, if applicable.

7.3 Termination for Cause

7.3.1 Termination by the COUNTY for cause, default, or negligence on the part of the CONTRACTOR shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) days advance notice requirement is waived, and the below default provision shall apply.

7.3.2 In case of default by the CONTRACTOR, York County reserves the right to purchase any or all items or services in default on the open market, charging the CONTRACTOR with any excessive costs.

7.4 Failure to Appropriate Funds

7.4.1 Notwithstanding any other provision of this Agreement, all obligations of the COUNTY under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Should York County Council decide not to appropriate funds for the items or services provided under this

Agreement, the COUNTY shall terminate this Agreement and shall only owe the CONTRACTOR for items or services provided up to the termination.

8. INSURANCE

8.1 The CONTRACTOR must provide proof of insurance to include professional liability; workers compensation, employer's liability and general liability on an appropriate Accord form (Accord 25) prior to commencing work. The CONTRACTOR 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 CONTRACTOR, its agents, representatives, employees or subcontractors. The CONTRACTOR must provide the COUNTY with Certificates of Insurance for the types and amounts of insurance specific in **Exhibit D: Insurance** prior to commencing the work. The COUNTY shall be named as "Additional Insured" on all Certificates of Insurance except workers compensation.

9. HIRING OF AND CONTRACTOR'S EMPLOYEES

9.1 In consideration of the CONTRACTOR's services, the COUNTY shall not employ CONTRACTOR's employees on assignment before 520 hours of employment or within 365 days of assignment end without the CONTRACTOR's written approval. A breach of this provision shall entitle the CONTRACTOR to recover a conversion fee. The conversion fee shall be at the rate of 1% of the total annual salary of said employee, multiplied by each unit of \$1,000.00 in said annual salary, i.e. \$10,000 annual salary = conversion fee of \$1,000.00, \$11,000 annual salary = conversion fee of \$1,210.00, etc. In no instance shall the conversion fee be less than two hundred dollars (\$200.00).

9.2 The COUNTY can hire CONTRACTOR's employees after 520 hours worked with no conversion fee. The COUNTY must contact the CONTRACTOR to discuss transition of the employee. Payroll transfer employees are not subject to conversion fees.

10. CONFLICTING LANGUAGE

10.1 In the event there is any conflicting language in this Agreement that requires interpretation, the language and obligations as defined in the COUNTY'S RFP #2991 will prevail; the terms of the COUNTY'S RFP #2991 are hereby incorporated herein by reference.

11. FORCE MAJEURE

11.1 In the event either party is unable to perform its obligations under the terms of this Agreement because of events beyond such Party's reasonable control such as Acts of God Including fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, epidemic, pandemic, any strike or labor disturbance, or any other event similar to

those enumerated above, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes. Notice of a Party's failure or delay in performance due to force majeure must be given to the unaffected Party promptly but no later than fourteen (14) days after its occurrence which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. Notwithstanding the foregoing, the parties shall act in good faith to seek a resolution of the delay or failure to perform.

12. EQUAL EMPLOYMENT OPPORTUNITY

12.1 The CONTRACTOR including the employees of the CONTRACTOR 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 CONTRACTOR to not discriminate on the basis of race, color, creed, religion, handicap, or national origin in their employment practices.

13. CERTIFICATION REGARDING DEBARMENT SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

13.1 The CONTRACTOR certifies, by execution of this Agreement, 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 execution of this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the CONTRACTOR or any lower tier participant is unable to certify to this statement, it must attach an explanation to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date written above.

YORK COUNTY

XXXX

By: _____
Christi P. Cox
County Council Chairwoman

By: _____

Name: _____

Date: _____

Its: _____

Date: _____

Attest: _____
Joshua S. Edwards
County Manager

Attest: _____

Name: _____

Date: _____

Date: _____

Address for Notices:

York County
c/o County Manager
P.O. Box 66
York, SC 29745

With copy to:
Michael Kendree
York County Attorney
P.O. Box 299
York, SC 29745

With copy to:

EXHIBIT A CONTRACTOR'S SCOPE OF WORK

A. DESCRIPTION OF WORK

The CONTRACTOR shall provide a uniformed and armed security officer for the following locations owned by the COUNTY, collectively know 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 CONTRACTOR shall 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 **B. SCOPE OF SERVICES**.

B. SCOPE OF SERVICES.

Section 1 Scope of Work and Specifications

Guard Duties include, but are not limited to:

- A. Manning 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 Requirements

2.1 Background Investigations

The CONTRACTOR 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 CONTRACTOR shall obtain criminal background checks on all Contract personnel prior to the start of this Agreement or upon employment, and at least once per year thereafter. The CONTRACTOR shall provide documentation to the COUNTY illustrating that background checks have been successfully completed by the York County Sheriff's Office. The CONTRACTOR 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 the 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 CONTRACTOR and may not be billed back to the COUNTY as an extra cost.

2.2 Equipment

- A. The CONTRACTOR 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 CONTRACTOR 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 shall be stocked with ordinary office supplies. Use of any other County equipment without permission of the COUNTY is prohibited.
- C. Keys and/or access cards will be issued to the CONTRACTOR by the COUNTY. The post Orders prepared by the CONTRACTOR shall have a section that describes the issuance and control of access cards and keys. In the event that the CONTRACTOR 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 CONTRACTOR shall report the occurrence of a lost key or access card immediately, following procedures provided by The COUNTY. The CONTRACTOR shall require all employees performing under this Agreement 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 CONTRACTOR, 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 Agreement. The COUNTY reserves the right to charge the CONTRACTOR for lost or damaged cards.
- D. In the event that County equipment is damaged due to negligence by the CONTRACTOR or CONTRACTOR's employees, the CONTRACTOR shall be responsible for the reimbursement of any expenses incurred as a result of that negligence.

2.3 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 CONTRACTOR 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 the COUNTY.
- B. After initial assignment, each employee shall be tested for drug use once every six (6) months. The CONTRACTOR 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 CONTRACTOR and may not be billed as an extra cost.

2.4 County Right of Removal

The COUNTY reserves the right to require immediate removal of any employee from County service if deems unfit for service for any reason not contrary to law. This right is nonnegotiable and the CONTRACTOR agrees to this condition by accepting this Agreement. The CONTRACTOR shall 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 Agreement.

2.5 Education, Training, and Experience

- A. Supervision: The CONTRACTOR 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 COUNTY's designated Person in Charge separately.

The CONTRACTOR 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 shall 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 CONTRACTOR 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 the COUNTY so that all required screening can be verified.

- B. Training: The CONTRACTOR 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 CONTRACTOR 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 South Carolina Law Enforcement Division (SLED). In addition, the CONTRACTOR 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 South Carolina Department of Environmental Services (SCDES) 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 Agreement 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 Agreement 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 Agreement shall have valid Red Cross First Aid certifications and a CPR training certificate.

2.6 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 CONTRACTOR 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 Agreement, the CONTRACTOR shall submit for approval a color photo or picture of the standard uniform to be worn by on-site personnel. Once approved, the CONTRACTOR 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, the CONTRACTOR's personnel shall be helpful and courteous.
- E. At no time shall the on-site personnel have any visitors. The term visitors does not include the CONTRACTOR's supervisors or other necessary CONTRACTOR's personnel.
- F. Guards shall not smoke or use any tobacco materials during their shifts on 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 COUNTY's Officer in charge.

The CONTRACTOR's 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.

2.7 Kick Off Meeting

The CONTRACTOR shall meet with the COUNTY's staff PRIOR to the commencement of the Agreement for a project kick off meeting to clarify any areas and help familiarize the CONTRACTOR with the tasks to be assigned.

C. 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).

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).

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 CONTRACTOR 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.

EXHIBIT B
COUNTY'S SCOPE OF WORK

A. SCOPE OF SERVICES

The COUNTY will perform the following duties.

N/A

SAMPLE

EXHIBIT C

BILLING RATE AND PAYMENT

Insert appropriate payment and billing terms from RFP.

A. Rate Schedule

B. Billable Hours and Overtime

C. Payment Terms

The CONTRACTOR will submit an invoice Click or tap here to enter text.
to the COUNTY for all charges accrued during the prior Click or tap here to enter text.

1. Payment is due within thirty days of receipt of each invoice.
2. Disputed Charges
 - a. The County must dispute any charges within thirty days of receipt of the invoice.
 - b. The County may deduct disputed charges from the invoice and pay the remaining undisputed charges.
 - c. The COUNTY and the CONTRACTOR agree to work together to resolve any disputed charges.

**EXHIBIT D
INSURANCE**

A. The CONTRACTOR 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 under this Agreement by the CONTRACTOR, its agents, representatives, employees, or subcontractors. The COUNTY requires the CONTRACTOR to maintain the following insurance:

Type of Insurance	Limits of Liability
a. Commercial General Liability	\$500,000 combined single limit per occurrence for bodily injury, personal injury, and property damage
b. Worker's Compensation	As required by South Carolina law
c. Employer's Liability	\$100,000 Bodily by Accident, \$500,000 Bodily Injury by Disease, \$100,000 Bodily Injury by Disease Each Employee
d. Professional Liability	\$200,000 per occurrence
e. Automobile Liability	\$500,000 combined single limit occurrence

B. The CONTRACTOR shall name the COUNTY as an additional insured on all certificates of insurance except worker's compensation.

C. The CONTRACTOR shall provide signed certificates of insurance prior to commencing work under this Agreement. Such certificates of insurance shall provide for thirty (30) days written notice to the COUNTY prior to cancellation or material modification of any insurance referred to herein.