



PROCUREMENT DEPARTMENT

Teria G. Sheffield
Procurement Director

SOLICITATION TYPE: Invitation for Bids

DATE: 4/21/2026

ID Number: 3037 **Title:** Elevator Maintenance

Due Date/Time: May 13, 2026 at 11:30 a.m.

LATE SUBMITTALS WILL NOT BE ACCEPTED

Opening Location:

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

Voluntary Pre-Bid Meeting: April 30, 2026 at 9:00 a.m.

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

Point of Contact: Bryant Cook, Procurement Manager

Questions Deadline: May 6, 2026 by 4:00 p.m.

Tentative Date of Award: June, 2026

SECTION 1 SCOPE OF WORK AND SPECIFICATIONS

1.1 Description

The purpose of this request is to solicit sealed bids from qualified proposing firms hereafter referred to as “Bidders” able to perform the services of elevator preventive maintenance for York County Government building elevators. York County Government currently has 23 elevators and lifts in multiple buildings throughout the county that require service and preventive maintenance.

1.2 Requirements

Bidder service employees must hold current certifications for Certified Elevator Technician (CET). Bidder must have all licenses and certifications to perform work on all listed elevator models in this bid.

The work to be performed by the Bidder under this agreement shall consist of furnishing all material, labor, tools and equipment necessary to provide full preventative maintenance repair service on the equipment described in this solicitation.

Any work not specifically mentioned, but which is needed to make the maintenance complete within the terms of this agreement shall be performed without additional cost.

The Bidder warrants that capability of maintaining this equipment covered by this agreement to its original design capabilities based on the equipment condition as surveyed and all the technical information available at the time of award of this agreement.

Bidder shall provide personnel necessary to accompany and assist the State Elevator Unit’s representatives in the inspection of York County’s elevators for issuance of operating permits.

Bidder will complete all South Carolina LLR Abatement issues within 5 business days of being issued

Bidder will furnish a report/ticket for any and all visits to the Facilities Maintenance Supervisor within 48 business hours of site visits. This includes all scheduled maintenance visits as well as emergency, abatement or any other visits. The followings items must be included on all report/tickets:

- Location
- Elevator’s South Carolina LLR Number
- Technician(s) name
- Check in time, check out time per job

- A record of the problem reported, a description of work performed, materials used; materials on order
- Date of return if needed to complete repair
- Name of York County employee that requested service
- Name of any York County employee assisting in repair

In the event an elevator is shut down, Bidder shall guarantee sixty (60) minutes response time during 8:00 a.m. to 5.00 p.m., Monday-Friday, and one and half (1.5) hour response time from 5:00 p.m. to 8:00 a.m. daily and on holidays.

Bidder assumes all costs for elevator service repairs/materials due to proprietary parts; such as belts, software, wiring diagrams, etc.; and/or controls from elevator manufacturer.

Bidder shall be obligated to keep all records, tests performed and any/all South Carolina LLR requirements in elevator mechanical rooms or designated areas for each location

1.3 Scope of Work

Required Maintenance Service: Bidder under this contract will maintain the entire elevator equipment as hereinafter described on the terms and conditions subsequently set forth. Bidder will use trained staff directly employed and supervised by the Bidder. Staff members will be qualified to keep the equipment properly adjusted, and will use all reasonable care to maintain the elevators in proper and safe operating condition.

Bidder will quarterly (4 times a year) and systematically examine, the following conditions for each type/style of elevator:

Traction Elevators:

- a. Machine, drive sheave, drive sheave shaft bearings, brake pulley, brake coil, brake contact, linings, seals and component parts, gears, worms, thrusts.
- b. Motor and motor generator, motor and generator windings, rotating element, commutator, brushes, brush holders and bearings.
- c. Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, computer monitors, keyboards, CRT's and lobby display panels, steel selector tape or cable and mechanical and electrical driving equipment.
- d. Governor, governor sheave and shaft assembly, bearings, contacts, and governor jaws.
- e. Deflector, car and counterweight sheaves, bearings, car and counterweight buffers, car and counterweight guide rails and brackets, hoistway top and bottom limit switches, governor tension sheave assembly and compensating sheave assembly.

- f. Guide rails and their support brackets unless their failure is related to seismic activity or building settling.
- g. Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary door closing devices. Automatic power operator, car door hanger, car door contact, door protective devices, and all related door equipment and devices.
- h. Load-weighing equipment, car frame, safety mechanisms, platform, platform sub-flooring, elevator car and counterweight roller and/or slide guides, gibs or rollers, ventilation fans, emergency lighting systems, signal and operating fixtures, including lights, buzzers and gongs in all signal and operating fixtures.
- i. Renew all suspension means as often as recommended by the original equipment manufacturer and as required by AHJ adopted Code to maintain an adequate factor of safety. Equalize the tension on all hosting ropes as recommended by manufacturer.
- j. Shorten and re-shackle suspension means if stretching makes this necessary.
- k. Bidder shall check the condition and operation of all door protection devices and all operating fixture lamps on each car at every visit. If the door devices and/or operating fixture lamps are inoperative, they shall be repaired within one business day. If, in the Bidder's opinion, the door protection devices are not maintainable, they shall be replaced at no cost to York County.
- l. Seismic triggers and/or derailment devices; collision switches.
- m. Fire related elevator controls.
- n. Make corrections and respond to discrepancies identified by the local elevator enforcing authorities.
- o. Repair or replace conductor cables and hoistway and machine room elevator wiring.

Hydraulic Elevators:

- a. Complete pumping plant, valves, exposed piping, fittings, piston (unless damaged by cylinder failure), packing, tank, heaters, mufflers and oil coolers.
- b. If flexible hose and fitting assemblies are used, they shall be changed as required by ASME A 17.1 Code or sooner if necessary.
- c. Materials and services covered by traction elevators as applicable.
- d. Furnish all oils, lubricants, packing and other materials required.

- e. Bidder shall monitor system hydraulic fluid levels on a quarterly basis and notify York County if hydraulic fluid is added to the tank due to an unaccountable loss of fluid. Bidder shall also make York County aware of the implication of possible underground leaking, and, with York County's approval, remove any unit from service when an underground leak is suspected. If applicable, Bidder shall provide a proposal with complete description of the procedure for individual testing the integrity of the cylinder and underground to/from oil line.

Wheelchair Lifts, Platform Lifts and Dumbwaiters:

- a. Materials and services covered by Traction Elevators or Hydraulic Elevators as applicable.
- b. Bidder shall operate all wheelchair lifts on a quarterly basis to verify their proper function. Each quarterly test shall be recorded with the date and technician's initials in a log that shall be available for State and County inspections.

1.4 Additional Requirements

General:

The Bidder shall maintain the elevator equipment speed in feet per minute and the performance for elevators as indicated under "Basic Performance Requirements".

- a. If the actual performance time of the elevator does not meet the times established for elevators of the speed and type of control, the Bidder shall restore the performance of the elevator to its optimum potential as agreed upon by the Bidder and Facilities Maintenance Supervisor.
- b. If, in the Bidder's opinion, the equipment is inherently designed so that it cannot meet these criteria, the Bidder shall so state.
- c. If there are no exceptions taken, performance shall be provided as specified hereinafter.

Basic Performance Requirements:

Electric elevators shall be adjusted to meet the following basic performance standards and shall maintain these standards for the life of the agreement.

- a. Operating Characteristics:
 - i. Starting, acceleration, stopping and leveling shall be smooth and free from jars or bumps.
 - ii. Full speed riding shall be without swaying or vibration.
 - iii. Elevator and door operation shall be quiet.

- iv. Stop made upon operation of emergency stop switch shall be more rapid than a routine stop but not violent.
- v. Door pressure shall be maintained below 30 pounds in closing.

Group Supervisory Systems:

Group control systems shall operate at design criteria for the lifetime of the agreement.

Individual Elevator Performances:

Performance requirements shall be as follows:

- a. Maintain accuracy leveling of +/- 3/8" for Traction Elevators and 1/2" for Hydraulic Elevators under all loading conditions.
- b. Brake-To-Brake Times for Traction Elevators based on 13'-6" floor heights or less:

7.5-8.0 Seconds Maximum for Geared Equipment. 5.5-6.0 Seconds Maximum for Gearless Equipment.
- c. Floor-to-Floor Times for hydraulic Elevators based on 13'-6" floor heights or less:

12.5 Seconds Maximum.
- d. Door Open Times shall be no more than:

3'-0" Single Slide	2.2-2.5 Seconds
3'-6" Center Opening	2.0-2.2 Seconds
3'-6" Single Slide	2.8-3.0 Seconds
3'-6" Two Speed Side Open	2.2-2.4 Seconds
4'-0" Center Opening	2.4-2.6 Seconds
4'-0" Two Speed Side Open	2.4-2.6 Seconds
- e. Door Standing Times:

Car Call:	3.0 Seconds
Hall Call:	5.0 Seconds
- f. Door Close Times: Minimum without exceeding kinetic energy and closing force allowed by Code.

Special Test:

Elevators with derailment devices, seismic switches or other special circuitries shall be checked at least once every year to make certain that these devices are operating correctly and as designed. York County's Representative and the Bidder shall arrange for mutual acceptable dates to perform the tests. Emergency power operation will be tested by York County and, if elevator system fails, Bidder shall make corrections and retest.

The Bidder shall periodically examine the car safety devices and governors and conduct an annual no load test and shall, during the term of this agreement, or more often, if required by applicable law, ordinance or regulation, but no less than every five (5) years, perform one (1) full load, full speed test of the safety mechanism, over-speed governors, car and counter weight buffers. The car balance shall be checked electrically and the governor set. If required, the governor shall be recalibrated and sealed for proper tripping speed. These tests shall be witnessed by the County's Representative and a written report shall be furnished indicating the results of such test. All tests shall conform to the requirements of ASME A 17.1 and/or local code testing requirements.

Traction elevators shall have a load test performed during the term of this agreement or more often if required by applicable law, ordinance or regulation, but no less than every five (5) years. It shall comply with the State of South Carolina LLR. The report shall conform to the requirements of the State with the test witnessed by the County's Representative.

Bidder shall create a form for each car describing test and deliver a signed copy to the County's Representative after each test has been concluded. This form will also describe any malfunctions along with any corrective action taken.

Housekeeping:

During the first three (3) months this agreement is in effect, the Bidder shall thoroughly clean all elevator hoistways, pits, car tops, controller interiors including filters and machine rooms. In addition, during the same period of time, all car and hoistway door tracks, hangers, interlocks and closers shall be cleaned, lubricated and adjusted. Continuing cleaning must be on going and at the following minimum intervals or more frequently where conditions warrant.

Quarterly: Car tops, pits, and machine rooms.

Semi-Annually: Hoistways and door equipment.

The exterior of the machinery and any other parts of the equipment subject to rust shall be properly painted and presentable at all times. The motor windings and controller coils shall be periodically treated with proper insulating compound. The Bidder shall keep the elevator machinery rooms clean.

All debris, including, but not limited to: wiping rags, empty oil cans, trash from pits, etc. resulting from this work, shall be promptly removed by the Bidder.

Wiring Diagrams:

A complete set of all wiring diagrams for the elevator systems covered under this agreement shall be maintained in their respective machine rooms. All changes in circuitry made by the Bidder shall be properly recorded on the machine room copies of diagrams, including the date of change and name of person making the change. The wiring diagrams are the property of York County and are to remain in their respective machine room.

Schedules and Records:

All service technicians shall check in with the Facilities Maintenance Supervisor, or his designee, and will note on report the start time. The technician will note on report when leaving, indicating if the problem was resolved or update the status of the car or lift.

Bidder shall provide a work schedule for each machine room. A copy of each schedule shall be provided to the Facilities Maintenance Supervisor .

These work schedules shall be designed for each type of equipment and documented in the Bidder's Maintenance Control Program (MCP). Equipment to be serviced, such as gearless, geared elevators, hydraulic elevators, lifts, etc., shall conform to the manufacturer's recommended practice for the particular equipment specified. They shall show the kind and frequency of service and lubrication proposed by the Bidder for the duration of the agreement. However, in no case shall the schedule be less than the minimum requirement on on-site routine servicing person-hours.

All inspections, lubrication, adjustments, tests, cleaning, routine repairing and other preventative maintenance activities shall be performed in accordance with schedules submitted by the Bidder.

Schedules posted shall be the chart type, which shall be initialed by the service member when each scheduled inspection is performed.

Bidder shall also maintain an accurate and complete log of all work performed in addition to routine service at each location. These logs shall include call back service describing the nature of all complaints and their resolution. The logs shall be kept in the equipment room at each location. In addition to the specified machine room log, Bidder's workers or supervisor shall log in and out of each facility/building on each and every visit. This includes, but is not limited to, routine maintenance, trouble calls, repairs and supervisor visits. These logs will remain the property of the County.

For all Hydraulic Elevators, Bidder shall maintain an accurate and complete log of all additions of hydraulic fluid to the system. This log shall include an explanation for each fluid addition. York County is to be notified whenever there is an unaccounted fluid loss from the hydraulic system.

At the County's request, Bidder shall deliver a copy of the callback and repair log for any elevator covered by this agreement.

All forms required for the above schedules, quarterly work sheets, call back records and performance reports must be approved by York County.

Personnel:

Bidder agrees that all services shall be performed by trained maintenance and repair personnel, directly employed and supervised by the Bidder. All work shall be performed by a mechanic who is, at a minimum, at the Journeyman level. Helper may not work alone, but may assist the mechanic as needed. In the event that the performance of any person assigned to perform services under this agreement fails to comply with the guidelines set forth in this solicitation, Bidder agrees, upon request from York County's Representative, to assign other qualified personnel to perform these services.

Bidder's service personnel shall wear uniforms which bear Bidder's name or other appropriate symbol which identifies them as employees of the Bidder and such uniforms shall be clean and in good condition. Bidder's personnel shall have available, photo identification that confirms their current employment with the Bidder.

1.5 Performance Requirements

It is the intention of this specification that elevator equipment be maintained so as to preserve the operating characteristics in line with the original design. Should designated authority find through its own investigation or that of his representative that those standards are not being maintained, the Bidder will be given ten (10) days notice to restore the performance to the required level. Failure by the Bidder to restore the performance to the required level within the ten (10) day period shall constitute sufficient cause for termination of the contract by reason of default, at the option of the County.

The following are performance levels which are a part of the original design and which shall be maintained at all times:

- a. Current speed of all elevators shall be maintained, and brake to brake flight times shall also be maintained.
- b. Leveling accuracy of all elevators shall be maintained at all times.
- c. Opening and closing times of all hoistway and car doors shall be maintained within limits of ANSI A17.1 code, yet assuring minimum standing time at each floor.
- d. Door reversals on all elevators equipped with mechanical safety shoes shall always be initiated within the stroke of the shoe. Light ray devices shall be operable at all times under normal operation.
- e. Variable car and hall door open times shall be maintained or adjusted as may be requested by the City.
- f. Emergency fire service operation shall be periodically (minimum quarterly) tested to be sure it is functioning properly as required by ANSI A17.1 and the South Carolina Building Code.

1.6 Additional Provisions

Bidder shall not be under any obligation hereunder to make any repairs except those incidentals to the operation of the machinery.

Bidder is not required under this contract to make repairs necessitated by reason of negligence, accident, or misuse of machinery, apparatus or car, by persons other than Bidder or his employees.

If repairs are required due to no fault of the Bidder, the Bidder will obtain approval from York County before any repairs are made, giving an estimated cost to complete the renewal or repair.

The price bid herein contemplates routine service work to be done during regular working hours on regular days of the trades involved.

1.7 Exceptions

The County will be responsible for the cost of any elevator additions or variations to elevator units due to any of its capital projects.

1.8 York County List of Locations and Elevator Units

Planning Building; 18 W Liberty St York, SC 29745:
One Otis Hydraulic Elevator. State ID# 46-00070

County Attorney; 26 W Liberty St York, SC 29745:
Savaria Wheelchair Vertical Platform Lift. State ID# 46-00488

York County Courthouse; 2 S Congress St York, SC 29745

- Front Public: One Schindler Hydraulic Elevator. State ID# 46-00546
- Back Employee: One Schindler Hydraulic Elevator. State ID# 46-00547
- Middle: One Matot Dumbwaiter. State ID# 46-00571

York County Government Center; 6 S Congress St York, SC 29745:

- One Otis Traction Elevators. State ID# 46-00622
- One Otis Traction Elevators. State ID# 46-00623

Moss Justice Center; 1675 York Highway York, SC 29745

- Moss Building #1: Employee Otis Hydraulic Elevator. State ID# 46-00202
- Moss Building #1: Prisoner Otis Hydraulic Elevator. State ID# 46-00203
- Moss Building #2 Employee: One Otis Hydraulic Elevator. State ID# 46-00204
- Moss Building #3 Public: One Otis Hydraulic Elevator. State ID# 46-00205
- Moss Building #1 Public: Public Otis Hydraulic Elevator. State ID# 46-00206
- Moss Building #1A Prisoner: One Schindler Traction Elevator. State ID# 46-00627

- Moss Building #1A Employee: One Schindler Traction Elevator. State ID# 46-00629
- Moss Building #2A Employee: One Schindler Traction Elevator. State ID# 46-00630
- Moss Building #1A Public: One Schindler Traction Elevator. State ID# 46-00631

Family Court; 1555 W Main St Rock Hill, SC 29732

- Family Court #3 Prisoner: One Otis Traction Elevator. State ID# 46-00639
- Family Court #4 Prisoner: One Otis Traction Elevator. State ID# 46-00640
- Family Court #2 Employee: One Otis Traction Elevator. State ID# 46-00641
- Family Court #1 Public: One Otis Traction Elevator. State ID# 46-00642

Communications/911 Building; 149 W Black St, Rock Hill SC 29730:
One Dover Hydraulic Elevator. State ID# 46-00122

Rock Hill Library; 138 East Black St. Rock Hill, SC 29730:
One Dover Hydraulic Elevator. State ID#46-00157

Sheriff's District Office; 236 N Park Drive Rock Hill, SC 29730
Thyssenkrupp Traction Elevator State ID# 46-00274

Baxter Building; 1818 2nd Baxter Crossing Fort Mill, SC 29708:
Dover Hydraulic Elevator. State ID# 46-00278

Note: Additional locations may be added during the life of the contract through an amendment

SECTION 2 SPECIAL CONDITIONS

2.1 Equipment

York County shall not be held responsible for the bidder's equipment which may be lost, damaged, or stolen unless loss, damage or theft is through negligence of a York County employee.

2.2 Damages to County Property

The successful bidder is required to promptly notify the Facilities Maintenance Supervisor in the event that any damage occurs to County property (i.e. windows, vehicles, site lights, signage, sprinklers, etc.) as a result of actions of the bidder while providing services. The bidder shall be liable for damages resulting from the actions of its employees.

2.3 Safety

Bidder shall provide and be responsible for the safety and health of all workers on the job and comply with all applicable provisions of current OSHA requirements.

2.4 Company Background and Personnel

The successful bidder must demonstrate the ability to exercise good judgment and safety, and utilize the expertise of skilled and properly trained personnel. The successful bidder shall have a minimum of five years of demonstrated experience in the commercial elevator maintenance business as a proprietor, partnership, or corporation.

NO SMOKING or vaping (to include electronic nicotine delivery systems or electronic smoking devices) of any substance or type is allowed on York County property.

Bidder agrees that employees assigned to this contract will conduct themselves in a professional manner which includes refraining from use of profanity, dressing appropriately and professionally, and showing courtesy to citizens and staff.

SECTION 3 INSTRUCTIONS TO BIDDERS

3.1 Submittal Requirements

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 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.

The Bidder 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.

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

3.2 Information

York County reserves the right to reject any or all responses, waive any technicalities and select the Bidder who is determined to best meet the needs of the County for this Request. To assure clarity, all Bidders 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 Bids 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 <https://www.yorkcountygov.com>. Each Bidder must acknowledge receipt of such addenda in the space provided in the Bid document. In case any Bidder fails to acknowledge receipt of such addenda or addendum, the Bid will nevertheless be construed as though it had been received and acknowledged and the submission of the Bid will constitute acknowledgement of the receipt of same. It is the responsibility of each Bidder to verify that he has received all addenda issued before Bids are opened. Questions received less than five (5) days prior to the date for opening of Bids 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.

3.3 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 BID EVALUATION, AWARD, AND CONTRACT

4.1 General

Bid will be awarded to the most responsible Bidder who meets the requirements and evaluation criteria set forth in the Invitation for Bids and are either the lowest Bid price or lowest evaluated Bid price.

4.2 Determination of Lowest Bidder

Bids must be evaluated to determine which Bidder offers the lowest cost in accordance with the criteria set forth in the Invitation for Bids.

4.3 Modification of Bids

York County does not allow modification of Bids after submittal.

4.4 Award

The County must award this Bid to the lowest responsible and responsive Bidder who best meets the terms and conditions of the Bid. 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 Bids and to make an award to the most advantageous vendor. Upon determination of the lowest Bidder, review of Bid 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.

4.5 Terms of Contract

The initial contract term shall for three (3) years with two 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.

4.6 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.

4.7 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.

4.8 Protest

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.

SECTION 5 TERMS AND CONDITIONS

5.1 Acceptance and Deviations

Each Bidder must meet all of the specifications and bid terms and conditions. By virtue of the bid submission, the Bidder acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the BID. Non-substantial deviations may be considered provided that the Bidder submits a full description and explanation of and justification for the

proposed deviations in the Exceptions form provided on the Bid Form Whether any proposed deviation is non-substantial will be determined by York County in its sole discretion.

5.2 General Requirements

All Bidders including the employees of the Bidder 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 Bidder 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

Bidders 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 Bidder, 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 Bidder supplying the information. All Bidders, therefore, must visibly mark as "CONFIDENTIAL" each specific part of their proposal which such Bidders consider to contain proprietary or other privileged information. Additionally, all Bidders 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 Bidders 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 Bidder as exempt from the Freedom of Information Act and further hereby disclaims any responsibility for any information which is disclosed as a result of Bidder's failure to visibly mark it as "CONFIDENTIAL" or to improperly mark it as "confidential". Bidder 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 Bidding Certification and Disqualification

By submission of a bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid 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 bid 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 bid have not knowingly been disclosed by the Bidder and will not knowingly be disclosed prior to the bid opening, directly or indirectly, to any other Bidder or to any competitor.

No attempt has been or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition

One Bid: Only one Bid from an individual firm, partnership, company, or corporation under the same or under different names will be considered. If OWNER believes that a Bidder submitted more than one Bid for the work involved, all Bids submitted by that Bidder will be rejected.

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

The Bidder 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 Bidder or any lower tier participant is unable to certify to this statement, it must attach an explanation to this solicitation/bid.

5.17 Certification Regarding Immigration Reform and Control

The Bidder 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 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.

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. Bidders 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

Bidders are restricted from making donations to any York County governmental entity with whom they have or seek to have a contract. The Bidder represents that his/her offer discloses any gifts made, directly or through an intermediary, by the Bidder or the Bidder'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 Bidder, or any person, firm, or

corporation employed by the Bidder 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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