



PROCUREMENT DEPARTMENT

Teria G. Sheffield
Procurement Director

SOLICITATION TYPE: Invitation for Bids

DATE: 4/29/2026

ID Number: 3039 **Title:** Pest Control

Due Date/Time: May 21, 2026 at 11:00 a.m.

LATE SUBMITTALS WILL NOT BE ACCEPTED

Opening Location:

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

Point of Contact: Bryant Cook, Procurement Manager

Questions Deadline: May 14, 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 Pest Control for York County Government and Culture and Heritage Museums of York County properties.

1.2 Requirements

Bidder service employees must be trained and qualified to perform the services described herein. Bidder must have all licenses and certifications to perform work on all listed 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 Pest Control Services as described in this solicitation.

I. CLASSIFICATION

Pesticides covered by these specifications are classified by the following:

- A. "General Use" pesticides which may be purchased by the general public and applied according to the label.
- B. "Restricted Use" pesticides which may be purchased and applied only by certified applicators or individuals working under the direct supervision of a certified applicator.

II. APPLICABLE STANDARDS

The following document of issue in effect on the date of this solicitation request shall form a part of this specification:

S. C. Code of Laws 1976 Title 46, Sec 46 13 10
S. C. Pesticide Control Act
Department of Fertilizer and Pesticide Control
Clemson University
Clemson, S. C. 29631

1.3 Scope of Work

The Bidder shall provide comprehensive monthly pest control services for all designated facilities. Services shall include inspection, prevention, monitoring, and treatment of pests including, but not limited to:

A. General Class

1. Ants
2. Bees
3. Hornets
4. Wasps
5. Roaches
6. Mice
7. Silver Fish
8. Rats
9. Spiders
10. Earwigs
11. Centipedes
12. Gnats
13. Flies

B. Heritage Destroying Pests

1. Carpet Beetles
2. Clothes Moths

NOTE: The following list of Pest, Occasional Invaders and Parasites of Man, require different spraying procedures than the General Class. Situations which warrant this type pest control should be handled on an "as sprayed" basis with cost solicited in accordance with the Code:

Parasites of Man

1. Bedbugs – Treatment and cost on a case by case basis.
2. Fleas – May require exterior treatment to be included
3. Ticks – May require exterior treatment to be included

Flying Insects

1. Bees – Infestations of Honeybees should be referred to a beekeeper due to the decline of food pollinating bees.
2. Hornets - Only when a nest is present.
3. Wasps - Only when a nest is present.
4. Carpenter Bees – Treatment of Wooden Surfaces only
5. Moths
6. House Flies
7. Stink Bugs
8. Kudzu Bugs

C. Occasional Invaders

Other Perimeter Pests including Clover Mites, Millipedes, Crickets, and Sowbugs

Red or Black Imported Fire Ants – Not included in normal service and requires a separate purchase order. - Bait use only on outdoor mounds if treatment is required.

D. Spray Area

In accordance with label instructions when applying pesticides, and standard industry practices when providing services, provide service to areas where insect or rodent activity is known or expected to occur. Treatment also includes service of any additional harborages necessary to control listed general pests or rodents.

E. Emergency Treatment

The contractor shall respond within twenty four (24) hours of notice to service requests for emergency treatment which may arise between scheduled monthly visits.

Additional fees will not be charged by the contractor for emergency calls if requests are for control or extermination of pests or rodents.

If the emergency call is for control, or extermination of pests, or rodents which do not appear in this request, the County and/or Museums shall be responsible for the additional charges. The County and/or Museums shall receive a thirty day (30) warranty for each additional charge made. All cost shall be negotiated with the contractor by appropriate County/Museums' staff.

NOTE: With proper treatment by the contractor, the exercise of this call back provision should be kept to a minimum.

F. Addition/Deletion of Buildings

Additions and/or deletions of buildings may be made at any time.

- The contractor and York County Government and/or Culture and Heritage Museums of York County shall agree on a price for additional buildings.
- Deletions will be removed from the purchase order.

G. Service Representative

A service representative shall be available to discuss problems and advise York County Government and/or Culture and Heritage Museums in proper control of pest methods.

H. Pesticide Registration

All pesticides offered for sale and use in the State of South Carolina must be registered in accordance with Title 46, Section 46 13 30 of the South Carolina Pesticide Control Act.

I. Pesticide Used

Only pesticides specifically labeled for the intended use and intended site shall be used. Pesticides intended for use by the contractor in performing any of the services called for in this request, shall not be stored at or near any County facility.

J. Specimen Labels

Upon request specimen label and material safety data sheets for each pesticide and rodenticide used in County buildings shall be furnished within five (5) days after notice of award.

K. Poison Control Telephone Number

The County shall be furnished a poison control center telephone number to call in the event of suspected poisoning.

L. Insurance Coverage

Insurance in at least the amount of \$100,000/300,000 bodily injury and \$100,000 property damage per accident or incident pertaining to both vehicles and pest control service products and activities shall be carried by the Contractor. Worker's compensation insurance shall also be provided covering all individuals engaged in any work under this contract. Insurance coverage shall meet requirements of South Carolina laws regarding Worker's compensation insurance. The contractor shall also provide certificates of the same with statements from the insurers that the County specifically will be notified in the event of lapse or cancellation of the policy or policies.

M. Certification

All individuals who provide pest control services under this proposed contract shall possess and maintain a current S. C. Certified Application License or else work under direct supervision of a certified applicator. The contractor will be required to furnish copies of Licenses of these individuals.

N. WARRANTY

The contractor warrants to the County that all services performed as a result of this request and specifications will be performed in a professional manner consistent with industry practice.

O. DELIVERY AND PAYMENT

Payment for services rendered shall be made monthly based upon valid and approved invoices submitted to the County. All invoices shall be verified against actual services rendered and shall be sent to York County Government and/or Culture and Heritage Museums for approval.

1.4 Subcontracting

The intent of this contract is to award to Bidder(s) who will be performing the scope of work with their own hired staff.

Should sub-contracting be required, the Bidder must first obtain approval of Owner prior to any work being performed by a sub-contractor.

Subcontractors must carry and maintain insurance coverages in accordance with those listed in this bid document.

Bidder will cover all lapse in insurance of sub-contractor

1.5 Permits

Should a job request or project request require Bidder to pull a permit from the city having jurisdiction, Bidder shall apply for and secure such permit prior to the start of work on the project requiring the permit. In no case, will the Bidder submit an invoice for work completed when a permit was required for any job request or project request and said permit was not first obtained by the Bidder.

1.6 Additional Costs

Bidders are to include all labor, delivery, freight, service call, and material costs when providing pricing.

1.7 Scheduling Requirements

Awarded Bidders must schedule service dates with appointed York County and Museums Facilities Management personnel. Bidder must not complete work without prior approval to proceed from York County and Museum Facilities Management. Changes in schedule for any reason (including inclement weather) must be approved by York County Facilities Management.

Awarded Bidder shall contact the appropriate York County and Museum Facilities personnel and sign-in before work is started and sign-out when work is completed. When completing services during non-regular working hours, awarded Bidder is to make arrangements with Facilities personnel to check in before service begins and check out when service is completed.

Awarded Bidder must obtain authorization to complete any service outside of the scope of the contract. Authorization must be obtained from Facilities Maintenance Supervisor or Superintendents and/or purchase order for said work.

Any and all site visits require Bidder to submit report for services provided.

1.8 Work Site Requirements

Awarded Bidders are to supply a copy of MSDS sheets of all chemicals/products that are routinely used for the completion of services. York County reserves the right to disallow the use of any chemicals/products in the completion of services under this bid.

Awarded Bidders will be responsible for cleanup of debris and spills resulting from work completed while completing services under this bid.

Awarded Bidders shall not use York County dumpsters to dispose of any refuse.

Awarded Bidders shall be responsible for replacing, at no cost to York County, any damages incurred during completion of services under this request for bid. Awarded Bidder's personnel includes any personnel sub-contracted by the Bidder for the completion of services under this request for bid.

Awarded Bidders shall supply an Inspection Report describing services completed on the service visit date. Bidder shall list services completed and areas worked on Inspection Reports.

A report is to be submitted to Facilities Maintenance Supervisor for each visit. Each report must include at least the following information:

- Location of visit
- Date
- Time in
- Time out
- Technician(s) name
- York County personal that reported issue
- Service/Issue
- What work was completed
- Is job complete or not
- Materials used, including material item number are on order
- When tech will be back onsite to complete job

1.9 Additional Locations and Services Not Listed

York County reserves the right to add or delete locations/services as needed. York County will request a written quotation from the Bidder for additional locations or services. Awarded Bidders shall submit, in writing, a fair and reasonable price for a service call for the new location(s)/service(s) based on current bid prices submitted by the Bidder for this bid. If it is determined the quote is excessive, York County reserves the right to request quotations from additional sources.

1.10 Invoicing

All invoices are to be sent to the York County Finance Office at the following email: accountspayable@yorkcountygov.com.

Invoices are to include service tickets with labor hours and required report (All information for reports can be found in Work Site Requirements, section 1.8). If report is not attached to the invoice or email, then the invoice will be sent back as incomplete.

All invoices must have Purchase Order number for set year (new PO number issued every fiscal year, 7/1-6/30) on each invoice, failure to include Purchase Order number will result in delay of payment.

Purchase Orders with additional services using the quoted rate and materials will be issued as needed.

All invoices must have Purchase Order number for set year (new PO number issued every fiscal year) on each invoice, failure to include Purchase Order number will result in delay of payment.

York County reserves the right to request supporting documents as necessary. If there are questions or discrepancies about an invoice or some other document that has been submitted with invoice, Bidder will be contacted by a member of the Facilities Management Staff.

Priority must be given to correcting invoices, or providing the additional information, when contacted by York County Facilities Management Staff in a timely manner or within one (1) to two (2) days after a request has been made by York County Facilities Management Staff.

All invoices must be dated for the same month the invoice is being submitted. All invoices must specify date of service and be accompanied by a work order or job ticket. York County Facilities Management will not sign work order or job tickets; thereby unknowingly agreeing to any other terms and conditions that may be listed on their sign-in sheets.

1.11 List of Facilities

York County Facility	Address	Location	Sqft	Requested Service Time
RH Sheriff Armory Building	515 S. Cherry Rd	Rock Hill	13,205	8:00 AM -4:00 PM
Animal Shelter	713 Justice Blvd (off Hwy 5)	York	16,586	8:00 AM-4:00 PM
Government Center	6 South Congress Street	York	73,754	Late afternoon before 5:00 PM
Clemson Building	120 North Congress Street	York	3,600	8:00 AM – 4:00 PM
Clover Magistrate	201 South Main Street	Clover	3,330	Afternoon
Clover Sheriff's District Office	1474 Hwy 55 Suite 200	Clover	1,200	8:00 Am -4:00 PM
Communications Building	149 W. Black Street	Rock Hill	18,000	8:00 Am -4:00 PM
Rock Hill Sheriff District Office	236 N Park Dr	Rock Hill	11,286	8:00 Am -4:00 PM
County Office Heckle Complex & Modular Storage Building	1070 Heckle Blvd	Rock Hill	67,376	8:00 AM - 4:00 PM
Courthouse	2 South Congress	York	40,455	8:00 AM - 4:00

				PM
DSS Complex, includes Coroner & Passport Offices	933 Heckle Blvd	Rock Hill	42,660	8:00 AM - 4:00 PM
Dotson Street Building	Dotson Street	Rock Hill	900	Call First
Equipment Maintenance	521 Complex Lane	York	24,445	7:00 AM - 4:00 PM
Family Court	1555 Main Street	Rock Hill	80,197	8:00 AM – 4:00 PM
Planning Building	18 W. Liberty Street	York	18,000	Late afternoon before 5:00 PM
Fire Prevention Building	2500 McFarland Road	York	20,500	Afternoon
Fort Mill Magistrate	120 E Elliot Street	Fort Mill	16,172	Afternoon
K-9 Building	260 Public Works Road (off Hwy 5 behind Public Works Building)	York	3,656	8:00 AM - 4:00 PM
Law Enforcement Training Center	92 Stoneybrook Drive	York	13,800	8:00 AM - 4:00 PM
Legal/Law Building	26 W Liberty Street	York	6800	Late afternoon before 5:00 PM
Moss Justice Center	1675 York Hwy 5	York	385,180	Late afternoon before 4:00 PM
Moss Justice Center Kitchen—bait and fog Every other month	1675 York Hwy 5	York	3,000	Late afternoon before 4:00 PM
Prison	778 Justice Blvd (behind Moss Justice Center)	York	50,280	Late afternoon before 4:00 PM
Public Works Building	220 Public Works Road (behind Animal Shelter)	York	23,443	8:00 AM - 4:00 PM
Recycling Center	320 Recycling Way	York	39,291	7:00 AM - 4:00 PM
Road Maintenance	510 Complex Lane	York	16,404	7:00 AM - 4:00 PM
Sheriff Lake Patrol	4755 E Liberty Hill Road	York	1,080	8:00 AM – 4:00 PM
Solid Waste Disposal (Landfill Gatehouse)	289 Public Works Road (below K-9 Building)	York	1,300	7:00 AM - 4:00 PM
Solid Waste Disposal (Tire Processing Building)	Landfill area (below the Landfill Gatehouse)	York	1,500	7:00 AM - 4:00 PM
Solid Waste Disposal Transfer Station (Office Area)	Landfill area (across from Tire Processing Building)	York	600	7:00 AM - 4:00 PM
Vehicle Wash Building	536 Complex Lane, York SC	York	1,636	7:00 AM - 4:00 PM
Water/Sewer Office	177 Central Carolinas	Fort Mill	6643	7:00 AM - 4:00

Library Facility	Address	Location	Sqft	Requested Service Time
Clover Library	107 Knox St.	Clover	5000	Call ahead
Fort Mill Library/Fort Mill Sheriff/Economic Development	1818 2nd Baxter Crossing	Fort Mill	12000	Call ahead
Lake Wylie Library	185 Blucher Circle	Lake Wylie	5100	Call ahead
Rock Hill Library	138 East Black St.	Rock Hill	33250	Call ahead
York Library	21 East Liberty St.	York	11800	Call ahead
	Pkwy, Fort Mill, SC			PM
Weapons Firing Range (behind Moss Justice Center)	Located behind Moss Justice Center	York	1,800	Late afternoon before 4:00 PM
York Health Department	116 North Congress Street	York	5,610	Late afternoon before 5:00 PM

Museum Facility	Address City/Town	Location	Sqft	Requested Service Time
Museum of York County	4621 Mt. Gallant Road	Rock Hill	38,000	Monday mornings
McCelvey Center	212 East Jefferson Street	York	56,885	Monday Mornings
Historical Center of York County	210 East Jefferson Street	York	18,600	Monday mornings
Historic Brattonsville 14 buildings: • Homestead • Visitor Center • Hightower Hall • Operations Cottage • Intern Cottage • Brick House • Neely House • Col. Bratton House • Preservation Office • Assembly Hall • Academy • Orientation Room • McConnells Cabin • Brick Kitchen	1444 Brattonsville Road	McConnells	31,477	Monday mornings

Parks Facility	Address	Location	Sqft	Requested Service Time
Catawba Bend	3271 Neely Store Rd	Rock Hill	5000	Call ahead
Field Day Park	1101 Field Day Park	Clover	2000	Call ahead
Thistle 1	6188 Charlotte Hwy	York	7900	Call ahead
Thistle 2	5525 State Hwy 55	York	7820	Call ahead
Goat Farm	3972 Hands Mill Hwy	York	7900	Call ahead
Wood End	5649 HWY 557	Clover	10,400	Call ahead
Allison Creek Park	2499 Viesta Rd	York	17,000	Call ahead
Ebenezer Park	4490 Boatshore Rd	York	6500	Call ahead

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.

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.

2.7 Protection

The Bidder shall provide and maintain all protections required by the governing laws, regulations, and ordinances. The Contractor shall be responsible for any loss or damage caused by him or his workmen to the property of the Owner or to the work or materials installed and shall make good any loss, damage, or injury without cost to the owner.

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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