



PROCUREMENT DEPARTMENT

Teria G. Sheffield
Procurement Director

SOLICITATION TYPE: Request for Proposals

DATE: 4/12/2023

ID Number: 2867

Title: Worker's Compensation Insurance

Due Date/Time: May 10, 2023 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
Email: procurement@yorkcountygov.com

Questions Deadline: No later than May 4, 2023 at 4:00 p.m.

Tentative Date of Council Approval: June 5, 2023

SECTION 1 SCOPE OF WORK AND SPECIFICATIONS

1.1 Description

York County is seeking Proposals from qualified Contractors for Worker's Compensation Insurance for 1,164 total employees for a period of three (3) years with the option to extend for up to two (2) additional one (1) year extensions. The intent of this Request for Proposals (RFP) is to describe the services needed for worker's compensation insurance for York County Government.

1.2 Background

Currently, York County has a \$450,000 per occurrence deductible with a buffer layer which pays claims between \$200,000 and \$450,000, leaving the County with a \$200,000 liability per occurrence. Such an arrangement dramatically reduces the premiums that would be due under a standard guaranteed cost insurance plan in which the carrier pays all losses. By assuming the everyday losses and smaller claims, savings are realized in most years. The County's current policy renews July 1, 2023.

1.3 Employees

The breakdown of employees per occupation category is as follows:

- Law Enforcement Personnel- 345
- Directors, Executives, Managers-55
- Maintenance Personnel-110
- Clerical Personnel-315
- All Others-339

1.4 Company Eligibility

All proposals must include the name of the applicable insurance company or reinsurance companies and self-insured associations, which must have a sound financial standing.

Any proposed coverage or self-insurance plan which is assessable must clearly indicate what agreements are to be in force, the amount of retentions, any claims handling charges, and any portion of the premium or contribution which is to constitute a loss fund.

1.5 Contract Term

It is the intent of the County to continue the subject insurance for a minimum period of three years without competitive quotations, but with negotiation of any renewal premiums during that period on the basis of changed exposures, changed manual rates, and loss experience. However, York County reserves the right to cancel or non-renew all or any part of this insurance at its discretion. An option to renew an additional 2-year may be contracted if deemed in York County's best interest.

1.6 Claims Service

All proposals must fully describe claims service, including any separate charges. If independent firms are to be used, the name and address of the firm is to be shown. Proposals must include an agreement to furnish a monthly report of all claims, showing claimant's name, date of accident, description of accident, amount paid and amount reserved.

1.7 Deductibles and Retentions

York County is prepared to accept retentions or deductibles compatible with its financial standing providing that credits extended justify the assumption of the additional risk. Consideration will be given to plans which deviate from options listed if overall cost benefits with acceptable risk result. The current plan has a \$200,000.00 per accident deductible (to be quoted), but York County is also interested in pursuing other deductibles and the possibility of self-insurance for Workers' Compensation.

1.8 General Policy Conditions

The following conditions shall apply:

A. Named Insured:

York County and any affiliated or subsidiary organization of which the named insured acquires financial control during the policy term.

B. Address:

York County
P O Box 85
York, SC 29745-0085

C. Term of Policies:

Annual

D. Cancellation by Company:

Each insurance company must agree by policy endorsement or letter not to cancel or non-renew any policy without 90 days advance notice (except for non-payment of premium).

E. Dividend Plans

Dividend plans with respect to any coverage may be proposed. If any premiums are subject to dividend features, these plans must be clearly explained.

1.9 Required Endorsements

Knowledge of Occurrence: It is understood and agreed that knowledge of an occurrence by the agent, servant or employee of the Named Insured shall not in itself constitute knowledge by the Insured unless an executive officer of the Insured shall have received such notice.

1.10 Limits of Liability

A. Limits

- Workers' Compensation: Statutory

- Employers Liability
 - Bodily Injury (Accident) \$1,000,000.00 each accident
 - Bodily Injury (Disease) \$1,000,000.00 each employee
 - Policy Limit \$1,000,000.00

B. Deductible:

- \$200,000.00 each accident (current plan)

- Other deductibles may be quoted as well as other loss sensitive plans such as loss ratio dividends, retrospective plans and paid loss retros to achieve lower costs.

C. Optional Self-Insurance Quotation:

- Statutory Workers Compensation subject to \$350,000.00 retention each accident

- Employers Liability: \$1,000,000.00 each accident/disease

D. Experience Modification:

1.000 2022 experience modification factor

1.11. LOSS INFORMATION

The following claims were reported over the past 4 years:
(LT=Lost Time; MO=Medical Only; RO= Record Only)

- 7/1/2019-6/30/2020- 5 LT Claims; 34 MO Claims; 0 RO Claims; 39 Total Claims
- 7/1/2020-6/30/2021- 6 LT Claims; 52 MO Claims; 2 RO Claims; 60 Total Claims
- 7/1/2021-6/30/2022- 6 LT Claims; 62 MO Claims; 5 RO Claims; 73 Total Claims
- 7/1/2022-6/30/2023- 5 LT Claims; 39 MO Claims; 6 RO Claims; 50 Total Claims

1.12 Workers' Compensation Schedule

WC Code	Classification	Estimated 23-24 Payroll
5191	Office Machine or Appliance	749,835
5506	Street or Road Construction	4,579,853
6306	Sewer Construction, Operator and Drivers	895,432
7380	Chauffeurs and Helpers NOC	429,312
7590	Garbage Works	2,126,611
7710	*Fire fighters and Drivers	3,186,592
7720	Police Officers and Drivers	24,873,675
8380	Auto Service or Repair Center	646,786
8742	Salespersons	282,634
8810	Clerical, Office or Libraries	15,641,538
8820	Attorney	8,734,758
8831	Hospital-Veterinary	2,068,994
8832	Physician and Clerical	0
9015	Buildings	2,475,536
9102	Park-All employees and Drivers	53,982
8864	Social Services Org-All EE's, Sales, Drivers	210,689
9403	Garbage/Refuse/Debris removal	3,342,750
9410	Municipal Employee NOC	5,626,717
	TOTAL	75,925,693

*First responders, fire training center employees. The County currently has 6 actual paid firemen.

1.13 Employees by Building

The following table indicates all physical addresses on the policy with the number of employees, and allocated payroll total for each location:

Insured Name	Street Address	City	State	ZIP Code	Employee Total at Location	MAX per Shift	Estimated Payroll
Clover Magistrate	201 S Main St.	Clover	SC	29710	3	3	268,944
Economic Dev. Ft. Mill	1830 2nd Baxter Crossing	Fort Mill	SC	29708	5	5	353,832
Fort Mill Magistrates Office	114 Springs St.	Fort Mill	SC	29715	7	7	373,668
Bullocks Creek Magistrate	5800 Wiley Ave	Hickory Grove	SC	29717	2	2	290,052

Coroner's Office	933 Heckle Blvd, Ste 103	Rock Hill	SC	29732	7	7	406,25
Ebenezer Park	4490 Boatshore Rd.	Rock Hill	SC	29730	13	10	268,64
Fire Safety York	McFarland Rd	York	SC	29745	17	17	1,450,63
Family Courts New Bldg	1555 Main St. Rock Hill	Rock Hill	SC	29730	79	79	5,173,90
Heckle Complex, Building 2	1070 Heckle Blvd	Rock Hill	SC	29730	11	11	3,136,99
Public Communications	149 W. Black St	Rock Hill	SC	29731	57	42	3,574,53
New Administrative Bldg.	6 S Congress St	York	SC	29745	133	133	7,802,12
Planning and Development	18 West Liberty St	York	SC	29745	36	36	3,338,79
Animal Control	713 Justice Blvd	York	SC	29745	18	18	918,38
County Attorney	26 West Liberty St	York	SC	29745	4	4	410,96
Main Courthouse	2 South Congress St	York	SC	29745	39	39	500,27
EQ.Maint	725 Justice Blvd.	York	SC	29745	8	8	537,48
Solicitor - Rental Bld.	1514 E. Alexander Love Hwy	York	SC	29745	9	9	448,70
MJC - Detention	1675 York Hwy.	York	SC	29745	177	111	10,870,88
MJC - Sheriff	1675 York Hwy.	York	SC	29745	154	100	13,324,85
MJC -Court's Building	1675 York Hwy.	York	SC	29745	125	95	7,696,89
Prison	750 Justice Blvd.	York	SC	29745	36	36	2,292,50
Public Works	220 Public Works Rd	York	SC	29745	68	68	6,455,06
Sheriff's Training Center	92 Stoneybrook Dr.	York	SC	29745	8	8	621,19
Sheriff Armory	515 S. Cherry Rd	Rock Hill	SC	29730	26	26	1,556,14
Sheriff Canine Building	260 Public Works Rd.	York	SC	29745	5	5	617,76
Sheriff - District Office- FM	1826 2nd Baxter Crossing	Fort Mill	SC	29708	15	15	80,89
Sheriff - District Office - Clover	1474 Hwy 55, Ste 200	Clover	SC	29710	16	16	893,97
SWC Recycle Center	315 Recycle Center Rd	York	SC	29745	11	11	538,73
SWC Collection Maintenance Bldg.	315 Recycle Center Rd.	York	SC	29745	4	4	160,35
SWD Landfill	330 Public Works Rd	York	SC	29745	7	7	398,63
SWD- Scalehouse	289 Public Works Rd	York	SC	29745	4	4	289,01
160 East CC	1245 East Highway 160	Fort Mill	SC	29715	3	3	43,00
Allison Creek CC	5725 Campbell Rd.	Rock Hill	SC	29730	3	3	43,00

Baxter CC	1731 Highway 160	Fort Mill	SC	29715	6	3	89,633
Bethany CC	2690 S. Highway 161	Clover	SC	29710	3	3	43,000
Bethel CC	3150 S. Parham Rd.	Clover	SC	29710	3	3	43,000
Bullocks Creek CC	6800 Lockhart Rd. Highway 49	Sharon	SC	29743	3	3	43,000
CottonBelt CC	2365 West Highway 5	York	SC	29745	3	3	43,000
Eastview CC	1675 Adnah Church Rd.	Rock Hill	SC	29730	6	3	89,633
Lake Wylie CC	102 Bethel School Rd	Lake Wylie	SC	29710	3	3	43,000
Leslie CC	3211 Pantry Dr.	Rock Hill	SC	29730	6	3	89,633
McConnells CC	100 Cemetery St	McConnells	SC	29726	3	3	43,000
Mt. Gallant CC	3986 Mt. Gallant Rd.	Rock Hill	SC	29730	6	3	89,633
Ogden Rd. CC	780 West Highway 324	Rock Hill	SC	29730	3	3	43,000
Porter Rd CC	2050 Porter Rd.	Rock Hill	SC	29730	3	3	43,000
Sharon Hickory Grove CC	5011 Hickory Grove Rd.	Hickory Grove	SC	29717	3	3	43,000
Tirzah CC	6190 Old York Rd.	Tirzah	SC	29730	3	3	43,000
					1,164	983	75,925,699

1.14 Fleet Vehicles by Type

The following table indicates all of the vehicle types and number of units:

Vehicle	# of Units
Pickups	151
Private Passenger	96
Vans	27
SUVs	228
Ambulance	1
Medium Trucks	16
Heavy Trucks	22
Tractors	2
Dump Trucks	18
Total	561

1.15 Safety Program

Employees receive extensive safety training. Drug testing is done upon hiring; random drug testing on safety sensitive positions; and drug testing after major accidents. The County utilizes a return to work program with modified duty as required, meeting the guidelines of the physician.

1.16 Safety Training Records

The following training was provided for the each of the previous four years:

Safety Training 2020

- Bloodborne Pathogens, Safe Backing, Lifting Safety, PPE, HazCom, Weather Related Illness, Fire Extinguisher: **Total Attendance: 209**
- Heavy Equipment Certification: **Total Attendance: 15**
- OSHA 10 Hour: **Total Attendance: 6**

Safety Training 2021

- Bloodborne Pathogens, Safe Backing, Lifting Safety, PPE, HazCom, Weather Related Illness, Fire Extinguisher: **Total Attendance: 152**
- Heavy Equipment Certification, Forklift Training, Lift Operations, Tool Inspection: **Total Attendance: 10**

Safety Training 2022

- Bloodborne Pathogens, Safe Backing, Lifting Safety, PPE, HazCom, Weather Related Illness, Fire Extinguisher: **Total Attendance: 147**
- Heavy Equipment Certification, Forklift Training, Lift Operations, Traffic Safety , Vehicle Safety: **Total Attendance: 36**
- OSHA 10 Hour: **Total Attendance: 8**

Safety Training 2023

- Bloodborne Pathogens, Safe Backing, Lifting Safety, PPE, HazCom, Weather Related Illness, Fire Extinguisher: **Total Attendance: 122**
- Heavy Equipment Certification, Forklift Training, Lift Operations, Tool Inspection: **Total Attendance: 10**

1.17 CPR, First Aid, AED Driver Training Records

The following CPR, First Aid, AED Driver Training was conducted 2019-2023:

2019

- CPR Certification classes – Held 8 classes with 78 participants
- CPR ReCert classes – Held 8 classes with 72 participants
- Driver Certification classes – Held 20 classes with 208 participants
- Driver ReCert classes – Held 14 classes with 94 participants

2020

- CPR Cert classes – Held 3 classes with 12 participants
- CPR ReCert classes – Held 7 classes with 26 participants
- Driver Certification classes – Held 9 classes with 80 participants
- Driver Re-Cert classes – Held 7 classes with 93 participants

2021

- CPR Certification classes – Held 13 classes with 65 participants
- CPR ReCert classes – Held 10 classes with 40 participants
- Driver Cert classes – Held 16 classes with 118 participants
- Driver ReCert classes – Held 11 classes with 81 participants

2022

- CPR Cert classes – Held 14 classes with 66 participants
- CPR ReCert classes – Held 9 classes with 29 participants
- Driver Certification classes – Held 19 classes with 196 participants
- Driver ReCert classes – Held 10 classes with 88 participants

1/1/2023 thru 3/10/2023

- CPR Certification classes – Held 2 classes with 18 participants
- CPR ReCert classes – Held 2 classes with 10 participants
- Driver Certification classes – Held 3 classes with 26 participants
- Driver ReCert classes – Held 6 classes with 85 participants

SECTION 2 OTHER REQUIRMENTS

2.1 License

Offeror must be licensed to do business in the State of South Carolina. The Offeror must comply with the laws of South Carolina including obtaining proper licensure with this State if required to perform the specifications described in this request.

SECTION 3 INSTRUCTIONS TO OFFERORS

3.1 Submission Format

The Proposal should include the following information with tabs to identify each section. Failure to submit this information will render your Proposal as non-responsive.

SECTION 1: INSURANCE PROVIDER POLICY: Provide a description of the Proposer's approach to the services described in Section 1, to include policy options, startup procedures/requirements, methodology, operations, management and billing/invoices reporting procedures to the County. Provide a copy of Proposer's schedule of services. Provide information on the managing of data collected during the contract and the systems and reporting capabilities. Provide a preliminary project timeline, including itemized deliverables and milestones **(30% of Total Score)**.

SECTION 2: QUALIFICATIONS OF THE FIRM: Provide a description and history of the firm along with information related to previous experience of providing services similar in nature, size and scope to those outlined in section 1 of this document. Provide at least three (3) references for which the firm has performed services within the past five years that are similar to the requirements in the Scope of Services outlined herein Section 1 of this document. The three references should be active clients and reference letters must also include a summary of the project scope, price, contact name and information. Respondent shall provide a narrative clearly addressing their qualifications for the project, and acknowledgment of project scope and compliance of the timeline. The respondent will provide background information including any contact information required to confirm respondent's stated qualifications and experience **(30% of Total Score)**.

SECTION 3: QUALIFICATIONS OF STAFF: Provide an organization chart, resumes, and summary of staff qualifications along with key staff pertaining to the contract. Key staff's experience demonstrating current capacity and current expertise in the scope of work outlined in Section 1 of this document. Provide education, certifications, or special training of key staff members who would be assigned to the contract.

Team: Provide a description of your team, specifically if you will use resources outside the USA.

Subcontractors: The proposal must provide full and complete information for any subcontractor to be involved in this project, to allow the county the ability to assess the qualifications and experience of each subcontractor **(20% of Total Score)**.

COST PROPOSAL(Submitted separately from the proposal): A separate Cost Proposal PDF must be uploaded under submit response in the GetAll portal. Respondent shall include the total cost for a turnkey project as specified in this RFP with itemized detail included herein as

COST PROPOSAL FORM. Include project timeline and number of work days. Describe invoicing based on project milestones **(20% of Total Score)**.

3.2 Preparation of Proposal

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

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

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

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

If a proposal includes any documents or comment(s) over and above the specific information requested in this RFP, such material must be uploaded under other files in the GetAll portal.

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

3.3 Submitting Redacted Copy

Proposals received by York County are considered public documents under the provisions of the South Carolina Code of Laws, Section 30-4-40, Freedom of Information Act (FOIA). If proposal includes information marked as Confidential, "Trade Secret," or "Protected", Offeror must also submit one complete digital copy in PDF format, of the proposal from which Offeror has removed or concealed such information (redacted copy). The redacted copies should (1) reflect the same pagination as the original, (2) show the empty space from which information was redacted. Except for the information removed or concealed, the redacted copies must be identical to the original proposal, and the Procurement Officer must be able to view, search, copy, and print the redacted digital copy without a password. Marking the entire proposal as Confidential/Proprietary is not in conformance with the South Carolina Freedom of Information Act absent explanation providing an exemption under Section 30-4-40

3.4 Submittal

Online submittal: Electronic submittals shall be uploaded in PDF format via the [Getall](#) online portal. 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. The Offeror shall be responsible for confirming that submittal is received by the deadline. Any submittal received after the closing date and time deadline will not be considered.

For step by step instructions on how to submit a response select Help and then Quick Reference in the [Getall](#) portal:

3.5 Intent

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

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

3.6 Additional Information

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

To assure clarity, all Offerors may contact the appropriate county officials as listed in the Inquiries section of this solicitation, via email and ask pertinent questions regarding the requirements/specifications of this Request. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of Proposals will be given consideration unless otherwise specified on cover page. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, posted on the County's website www.yorkcountygov.com. Each Offeror must acknowledge receipt of such addenda in the space provided in the Proposal document. In case any Offeror fails to acknowledge receipt of such addenda or addendum, the Proposal will nevertheless be construed as though it had been received and acknowledged and the submission of the Proposal will constitute acknowledgement of the receipt of same. It is the responsibility of each Offeror to verify that he/she has received all addenda issued before Proposals are opened. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

3.7 Inquiries

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

SECTION 4 EVALUATION, AWARD, AND CONTRACT

4.1 Evaluation of Proposals

The Offerors' proposals will be evaluated by a committee comprised of county officials and key personnel with experience and knowledge of services and contracts of this scope and nature. The Offerors' approach, past performance, personnel experience/project team, experience in the services outlined in Section 1 of this document, in addition to the merits of the Proposal and costs are the general Evaluation Criteria. Each committee member will independently evaluate these criteria excluding the cost. Once the committee has evaluated each proposal, the score will be tallied. Lastly, the Cost Proposal will be opened and factored into the final scores.

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

4.2 Presentations

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

4.3 Award

The County shall award this contract to the highest scoring Offeror who best meets the terms and conditions of the Proposal. The award will be made on basis of evaluation of Proposals, cost and presentations when applicable.

Upon review of Proposals for responsiveness, and satisfaction that the Offeror is responsible, then upon approval of the York County Council, a Purchase Order will be issued to that best suited Offeror.

4.4 Terms of Contract

The contract term shall be for three (3) years, with two optional annual renewals of one (1) year each.

The Contract must be valid from the date of the initial Purchase Order and must remain valid for the duration of term mentioned above.

Breach or non-performance of any Contract term must constitute cause upon which the County may immediately terminate the Contract by written notice. A waiver by the County of any breach or non-performance of any term of this agreement must not operate as a waiver of any subsequent breach or non-performance.

4.5 Termination of Contract

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

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

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

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

4.6 Non-Appropriation Clause

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

4.7 Protest

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

SECTION 5 TERMS AND CONDITIONS

5.1 Acceptance and Deviations

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

5.2 General Requirements

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

5.3 Title VI of the Civil Rights Act of 1964

Offerors shall comply with Title VI of the Civil Rights Act of 1964. York County strongly encourages the use of and involvement of Disadvantaged Business Enterprises (DBE).

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 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 there with. All

subcontractors must be approved by York County. The successful firm will also furnish the corporate or company name.

5.13 Records Retention and Right to Audit

The County shall have the right to audit books and records of the successful firm as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The County may conduct, or have conducted, performance audits of the successful firm. The County may conduct, or have conducted, audits of specific requirements of this solicitation as determined necessary by the County. Pertaining to all audits, successful firm shall make available to the County access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the successful firm shall be made available for auditing purposes at no cost to the County.

5.14 Public Access to Procurement Information

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

NOTE: A redacted copy if applicable, must be uploaded under submit response in the GetAll portal.

5.15 Non-Collusion Proposal Certification and Disqualification

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

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

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

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

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

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

The Offeror certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement (if applicable) that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Offeror or any lower tier participant is unable to certify to this statement, it must attach an explanation to this solicitation/proposal.

5.17 Certification Regarding Immigration Reform and Control

The Offeror certifies, by submission of this document or acceptance of a contract, that all Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this proposal, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages. The Contractor certifies that, should it be awarded a contract by the County, the Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. The Contractor further certifies that it will remain in compliance throughout the term of the contract. At the County's request, the Contractor is expected to produce to the County any documentation or other such evidence to verify the Contractor's compliance with any provision, duty, certification, or the like under the contract. The Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

5.18 Chain of Communication

To ensure the integrity of the competitive process, a strict chain of communication shall apply to each Invitation for Bids, Request for Proposals, Request for Qualifications, or any other competitive solicitation during the period between publication of the solicitation and final award. Offerors or its

agents may not communicate by any means, directly or indirectly, with York County public officials, employees, its agents, or representatives or any person not otherwise listed on this document, regarding any aspect of this procurement activity. All communications must be solely with the Procurement Officer. In the sole determination of the Procurement Officer and/or York County, violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

5.19 Prohibition of Donations and Gratuities

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

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COST PROPOSAL FORM

(One copy to be submitted as a separate document from the proposal)

A. Price

Offeror may submit up to two options for consideration.

Insurance Service	Option A	Option B
Self Insured Retention Per Occurrence: All Other		
Self Insured Retention Per Occurrence: EMT, Fire, Police		
Maximum Limit of Indemnity Per Occurrence		
Employers' Liability Maximum Limit of Indemnity		
Total Excess Workers Compensation Premium		

B. Acknowledgement of Addenda

If any Addenda are issued then Offeror hereby acknowledges receipt of all Addenda by indicating Addendum Number and Date Issued:

Addendum No. _____, dated _____.
 Addendum No. _____, dated _____.
 Addendum No. _____, dated _____.

C. Signature Page - OFFERORS MUST COMPLETE AND SIGN THE FORM BELOW

The submittal must be signed by an authorized representative of the Offeror accepting all terms and conditions contained in this document and any addenda. Modifying the terms and conditions of this solicitation may result in your response being rejected.

COMPANY NAME

COMPANY TELEPHONE NUMBER

COMPANY ADDRESS

COMPANY FAX# (IF APPLICABLE)

CITY, STATE, ZIP+4

EMAIL ADDRESS

AUTHORIZED SIGNATURE

FEDERAL ID#

PRINT NAME

DATE

Minority Status

- _____ Not Minority Owned
- _____ African American Male
- _____ Caucasian Female
- _____ African American Female
- _____ Aleut
- _____ Eskimo
- _____ East Indian
- _____ Native American
- _____ Asian
- _____ Other (Please Explain)