



PROCUREMENT DEPARTMENT

Teria G. Sheffield
Procurement Director

SOLICITATION TYPE: Request for Quotations **DATE:** 06/09/2023

ID Number: 549 **Title:** Final Disposition of Unclaimed Decedents

Due Date/Time: June 29, 2023 at 11:00 a.m.

LATE SUBMITTALS WILL NOT BE ACCEPTED

Point of Contact: Janet Clawson

Email: procurement@yorkcountygov.com

Questions Deadline: No later than June 23, 2023 at 5:00 p.m.

Email: procurement@yorkcountygov.com

SECTION 1 SCOPE OF WORK AND SPECIFICATIONS

1.1 Description

The York County request quotes for Final Disposition of Unclaimed Decedents for York County Coroner's Office.

1.2 Scope of Work

The Work for this contract consists of providing the services for Final Disposition of Unclaimed Decedents for the York County Coroners Office:

1.3 Purpose

The York County Coroner's Office is seeking proposals for the disposition of unclaimed bodies from qualified funeral homes. The Coroner would like to obtain cremation services with one funeral home for a period of three years beginning July 1, 2023 until June 30, 2026.

1.4 Intent

The County Coroner intends to follow the guidelines of the State of South Carolina code of laws as referenced in the 1976 code book on page 366, section 17-5-290, titled: Identification, preservation and disposition of dead bodies which states: "If no person claims the body, the county medical examiner or his deputy shall notify the board created pursuant to Section 44-43-510. If that board does not accept the body, it must be turned over to the coroner of the county where death occurred for disposition as provided by law."

1.5 General

When it has been determined that the County Coroner will serve as the executor, he/she will contact the successful funeral home for body disposition. The proper means of disposition shall be:

1.5.1. Cremation

The cremation process shall include:

- Direct cremation

- No viewing
- Necessary paperwork
- Coroner will retain possession of the cremains

Historically, the Coroner's Office has been responsible for ten to twenty dispositions a year. The Procurement Department would like to obtain service with one funeral home, by means of a purchase order, for the disposition services.

SECTION 2 QUOTE REQUIREMENTS

2.1 Insurance

Updated Certificate of Insurance to include Workers' Compensation and Employers Liability coverage must be included in your Quote response and updated during term of Agreement

Comprehensive General Liability Insurance with a combined single limit of not less than \$1,000,000.00 per occurrence for bodily injury and property damage shall be maintained in force during the life of the contract by the contractor. The policy shall be a comprehensive form general liability policy and include products/completed operations, independent contractors, contractual and broad form property damage and liability coverage. The County shall be named as an additional insured on the above policy.

Comprehensive Automobile Liability Insurance with a limit of not less than \$1,000,000.00 covering the Firm for claims arising from owned, hired or non-owned vehicles occurrence for bodily injury and property damage shall be maintained in force during the life of this contract by the contractor. York County shall be named as an additional insured on the above.

2.2 Compliance with the Law

The successful contractor shall comply with all laws relating to employment practices in the state of South Carolina.

2.3 Assignments

The successful contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract, or his rights, title, or interest in or to the same of any part thereof, without previous consent, in writing to York County.

The contractor must possess the appropriate business licenses for the proposed services.

The Vendor must comply with all federal and State Employment/Labor regulations including those from the U.S. "Occupational Safety and Health Administration". Only authorized employees of the contractor who are fully bonded by the contractor are allowed to service the facilities unless expressed written permission has been granted by York County administration.

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 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 contract.

2.4 Personnel Qualifications

If necessary, the manager or alternate shall be available during normal duty hours within three (3) hours to meet with county officials to discuss problem areas.

The Vendor shall employ only qualified personnel who are proficient in providing required services. All personnel must be able to understand English sufficiently to comprehend verbal instructions. These personnel shall at all times be employees of the contracted Vendor.

The Vendor shall not employ any person who is an employee of York County.

The Vendor's personnel shall present a neat, clean and well groomed appearance at all times.

Vendor's employees should refrain from smoking on site locations while in the performance of their duties. The Vendor's personnel must adhere to the County's "no smoking on county property policy".

Because many site locations are in close proximity of private residences and businesses, the Vendor's personnel should not egress into other grounds while performing services for the County.

York County reserves the right to reject the Vendor's personnel who, in their judgment, is not adequately qualified to perform the work or for just cause (lack of courtesy, profanity, repeated lack of compliance with operating procedures, unsafe operation). The vendor shall make arrangements for a replacement within twenty-four (24) hours.

The Vendor's employees shall consistently show the highest levels of customer service and courtesy.

The Vendor's employees shall display professional attitudes and behavior, and be neatly dressed, to include company identification badges.

Drug free workplace: During the performance of this Contract, the Vendor 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 vendor that the vendor 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 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 contract.

2.5 Damages to Equipment or Loss

All tasks accomplished by personnel will be performed so as to preclude damage or disfigurement to the site locations and/or building structures. Damage or loss of property, fixtures, or building structure as a result of negligence or intent by contract employees will be the responsibility of the Vendor. The County's expenses incurred for necessary repair or replacement will be reimbursed by the Vendor.

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

SECTION 3 INSTRUCTIONS TO VENDORS

3.1 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.

Electronic submittals must include a copy of any other required documents.

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

Each response shall be submitted on the Quote Form as furnished, which includes quote price, acknowledgment of any addendum, Vendor's information and signature.

3.2 Intent

It is the intent and purpose of York County that this Request permits competition. It must be the Vendor'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 vendors. While evaluating each quote; price and service will be factors in making a purchasing decision.

3.3 Information

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

To assure clarity, all Vendors may contact the appropriate county officials as listed in the Inquiries section of this solicitation, via the GetAll portal 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 Quotes 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 Vendor must acknowledge receipt of such addenda in the space provided in the Quote Form included herein. In case any Vendor fails to acknowledge receipt of such addenda or addendum, the Quote will nevertheless be construed as though it had been received and acknowledged and the submission of the Quote will constitute acknowledgement of the receipt of same. It is the responsibility of each Vendor to verify that he has received all addenda issued before Quotes are opened. Questions received less than five (5) days prior to the date for opening of Quotes 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

3.4 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 QUOTE EVALUATION, AWARD, AND CONTRACT

4.1 General

Quote will be awarded to the most responsible Vendor who meets the requirements and evaluation criteria set forth in the Request for Quotes and are either the lowest Quote price or lowest evaluated Quote price.

4.2 Determination of Lowest Vendor

Quotes must be evaluated to determine which Vendor offers the lowest cost in accordance with the criteria set forth in the Request for Quotes.

4.3 Modification of Quotes

York County does not allow modification of Quotes after deadline.

4.4 Award

The County must award this Quote to the lowest responsible and responsive Vendor who best meets the terms and conditions of the Quote. 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 Quotes and to make an award to the most advantageous vendor.

Upon determination of the lowest Vendor, review of Quote 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 contract term shall be for an initial term of three (3) years with two optional one (1) year renewals.

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 vendor, Vendor, 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 request for quotes, request for quotes or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual vendor, Vendor, 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 provide.

SECTION 5 TERMS AND CONDITIONS

5.1 Acceptance and Deviations

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

5.2 General Requirements

All Vendors including the employees of the Vendor 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 quote responses are revocable if contrary to law. Contracts for work resulting from this request will obligate the Vendor 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

Vendors 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 quote, 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 may 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 quotes 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 Vendor, 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 Vendor supplying the information. All Vendors, therefore, must visibly mark as "CONFIDENTIAL" each specific part of their quote which such Vendors consider to contain proprietary or other privileged information. Additionally, all Vendors 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 quote which Vendors 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 Vendor as exempt from the Freedom of Information Act and further hereby disclaims any responsibility for any information which is disclosed as a result of Vendor's failure to visibly mark it as "CONFIDENTIAL" or to improperly mark it as "confidential". Vendor must identify specific parts of the quote package as confidential. Failure to do so or to mark the entire quote package as confidential may result in disclosure of that information.

5.15 Non-Collusion Quoting Certification and Disqualification

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

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

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

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

The Vendor 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, quotes, contracts, and subcontracts. Where the Vendor or any lower tier participant is unable to certify to this statement, it must attach an explanation to this solicitation/quote.

5.17 Certification Regarding Immigration Reform and Control

The Vendor 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 quote, 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 Request for Quotes, Request for Proposals, Request for Qualifications, or any other competitive solicitation during the period between publication of the solicitation and final award. Vendors 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

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

QUOTE FORM

A. Price

York County is not exempt from paying SC sales tax. Vendors outside of SC should provide sales tax pricing in their Quote. If a firm located outside of SC is the successful Vendor then York County will pay the sales tax directly to the State of South Carolina.

Description	Price Per Cremation
Cremation services for Unclaimed Decedents as described herein	

B. Acknowledgement of Addenda

Vendor hereby acknowledges receipt of all Addenda through and including:

Addendum No _____, dated _____.

Addendum No. _____, dated _____.

Addendum No _____, dated _____

C. Exceptions

E. 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)