



PROCUREMENT DEPARTMENT

Teria G. Sheffield
Procurement Director

SOLICITATION TYPE: Request for Proposals

DATE: August 27, 2026

ID Number: 3055

Title: Total Maximum Daily Load (TDML) Implementation Plans
for Steele Creek and Tools Fork Watersheds

Due Date/Time: September 24, 2026, at 11:00 a.m.

LATE SUBMITTALS WILL NOT BE ACCEPTED

Mail or Deliver To:

York County Procurement
PO Box 180
Government Center Building, Room 3501
6 S. Congress St., York, SC 29745

Opening Location:

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

Pre-Solicitation Conference:

N/A

Point of Contact:

Teria Sheffield, Procurement Director

Additional Documents available from:

N/A

Questions Deadline:

September 16, 2026 by 4:00 p.m.

Tentative Date of Council Approval:

November 2, 2026

REQUEST FOR PROPOSALS FOR TMDL IMPLEMENTATION PLANS FOR STEELE CREEK AND TOOLS FORK WATERSHEDS

1.0 INTENT:

1.1 York County is seeking proposals from qualified consulting firms for the development of comprehensive Total Maximum Daily Load (TMDL) Implementation Plans (Plans) for the unincorporated portions of the Steele Creek and Tools Fork Watersheds. Adoption of the Plans is intended to fulfill the requirements of the South Carolina Department of Environmental Services (SCDES) National Pollutant Discharge System (NPDES) General Permit for Storm Water Discharges from Regulated Separate Storm Sewer Systems (SMS4).

1.2 It is York County's intent to describe in general terms, the services required for developing the abovementioned TMDL Implementation Plans. All parts, items, details of services or features not specifically mentioned which are regularly provided by the practice in order to complete this type of work/service shall be provided in response to this Request.

1.3 Responses to this RFP will be used to determine the relative qualifications of various firms to perform the scope of work and tasks specified. The County is seeking a proposing team with demonstrated expertise that meets the requirements of this RFP.

1.4 It is anticipated that an agreement for services will be negotiated and executed between York County and the firm who is determined to best meet the needs of the County. All firms with an interest in working with York County are encouraged to review the County's website at (www.yorkcountysc.gov) for additional information.

2.0 GENERAL TERMS AND CONDITIONS:

2.1 This request contains, in general terms, the overall objectives of York County and in obtaining the professional services indicated herein. While an attempt is made to describe the general expectations of the County and the anticipated work to be performed, the County and the successful firm may need to define a more specific scope of work as part of a negotiation process. If it becomes necessary to revise any part of this request, written amendments will be provided in an addendum form to all potential proposing firms. 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 an earlier date is specified on the 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.yorkcountysc.gov and will be mailed or sent by available means to all known prospective Offerors prior to the established RFP opening date. Each Offeror shall acknowledge receipt of such addenda in the space provided in the RFP 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. Questions received less than five (5) days prior to the date for opening of proposals unless an earlier date is specified on the cover page may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

2.2 Each Offeror providing a response for consideration by the County is responsible for obtaining information on the conditions and restrictions involved in meeting the obligations and providing the services as set forth in this RFP. The failure or omission of an Offeror to obtain adequate information will in no way relieve the Offeror of any obligation with respect to this RFP or to an associated contract.

2.3 York County reserves the right to retain all proposals submitted. Submission of proposal indicates acceptance by the Offeror of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between York County and the Offeror selected.

2.4 In submitting a properly signed Proposal, the firm accepts all of the terms and conditions contained in this Request. Submitted Proposals shall remain open and if applicable, prices quoted shall be honored for a minimum of 90 days after the day of the RFP opening.

2.5 There is no expressed or implied obligation for York County, or its agents to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

2.6 The successful firm shall have the full and sole responsibility for performing all services as finally agreed upon and accepted by the County. In the event the Offeror fails to deliver or perform any proposed services within the specified schedule, the County reserves the right to cancel the Contract and secure other means of providing and deduct all costs thereof from any payment due the firm.

2.7 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.

2.8 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 or elected official.

3.0 BACKGROUND INFORMATION:

3.1 York County is one of the oldest and fastest growing political jurisdictions in one of the oldest and fastest growing states in the country. It is situated at the northern extent of the South Carolina Piedmont

region, with a land area of approximately 695 square miles and an estimated 2026 population of more than 311,000, making it the 7th largest of the state's 46 counties.

3.2 Under the federal Clean Water Act, the EPA delegated authority for regulating the NPDES Stormwater Program within the State to the State of South Carolina. SCDES is the state agency responsible for permitting, administration and enforcement of the NPDES Stormwater Program. On August 7, 2007, York County was designated by SCDES as a regulated small MS4 under the Phase II Rule, and obtained initial coverage under the South Carolina NPDES SMS4 General Permit.

3.3 One of the requirements of the NPDES SMS4 General Permit is the development and implementation of a TMDL Implementation Plan for each of the County's monitored watersheds. The plan's purpose is to (1) assess and evaluate collected water quality monitoring data from the targeted watersheds, (2) prioritize areas within the watersheds targeted for BMP implementation, and (3) makes recommendations on structural and non-structural Best Management Practices (BMPs) to address waste load allocations.

3.4. York County has previously developed and implemented TMDL Monitoring and Assessment Plans, pursuant to Sect. 3.2 of the NPDES SMS4 General Permit, for the following watersheds:

A. Steele Creek - Hydrologic Unit Code (HUC) 030501030108

Monitored parameter: Escherichia Coli (E. Coli)

B. Tools Fork - Hydrologic Unit Code (HUC) 030501030401

Monitored parameter: Escherichia Coli (E. Coli)

Water quality monitoring data for E. Coli is being presently collected quarterly for each watershed.

These Plan documents and the accompanying collected monitoring data can be made available to Offerors upon written request.

3.5. The County anticipates the following schedule and process milestones:

Task	Date
Final Scoping / Contract Negotiation	November 2026
Project Kick-off	December 2026
TMDL Implementation Plan for Steele Creek Watershed	June 2027
TMDL Implementation Plan for Tools Fork Watershed	June 2027

4.0 SCOPE OF WORK:

4.1 The successful Consultant will be responsible for completing the following tasks, with York County staff oversight:

A. Project Management:

1. Direct all project work, progress tracking, budget management, and quality control.
2. Prepare for and facilitate project team meetings to report on project status, resolve issues, and identify additional needs.
3. Prepare and submit monthly Progress Reports with invoicing detailing completed and pending/future work activities and schedule impacts for the reporting period.

B. TMDL Implementation and Analysis Plan (One Plan for each Watershed):

1. Assessment and Evaluation of Collected Water Quality Monitoring Data:

- a. The primary means of assessment shall include observational and statistical analysis of the data with respect to watershed characteristics to establish the presence or absence of statistical significance associated with source categories (e.g. specific developed land uses, sewer systems, septic systems, and agricultural areas).
 - i. The data shall be sorted by location, season, and precipitation conditions to determine wet weather versus dry weather (or ambient) conditions and other seasonal variance.
 - ii. Analyses shall consist of various statistical analysis (as best suited for the data set) to determine the presence or absence of statistical significance. Other observations trends both temporal and spatial in nature will be made.
 - iii. The analysis shall utilize readily available GIS information like land use distribution, density and proximity to MS4 outfalls/drainage areas, sanitary sewer systems, agricultural operations, septic systems, impervious area, etc.
 - iv. The result of the monitoring data assessment shall be compiled and summarized in the Plan and presented in narrative with accompanying figures, tables and charts.

2. Selection of BMPs and Prioritization:

- a. The resulting analysis will be used to provide insight into what source categories to target with BMPs and specifically where to initiate the implementation.
 - i. Identify non-structural and structural BMPs for addressing the stormwater runoff contribution of the WLA or enforcement of illicit discharges to the MS4.
 - ii. Make recommendations about the BMPs and areas for implementation where they should be performed based on the results of the data assessment from downstream monitoring locations.
 - iii. Make recommendation for selection and establishment of priority areas and the BMPs for implementation.
 - iv. If assessment of the monitoring data suggests that other source categories beyond stormwater runoff are statistically significant, provide recommendations for addressing outside of the requirements of the MS4 permit.
 - v. Schedule and conduct a meeting with the County to review the priority areas, the list of BMPs by source categories, and identify potential BMPs for implementation.
 - vi. Compile and summarize all findings and recommendations within the Plan and presented in narrative with accompanying figures, tables and charts.

3. Schedule for Implementation and Plan Management:

- a. A schedule for implementation shall be developed and incorporated into the Plan as well as an iterative revision approach that utilizes monitoring for BMPs effectiveness.
 - i. Establish a schedule for BMPs implementation utilizing the prioritization of areas and BMPs.
 - ii. Incorporate approaches for monitoring the effectiveness of implemented BMPs into the Plan that, at the minimum, generally consist of simple surveys or analytical monitoring to gather data on implementation and effectiveness.
 - iii. The schedule and iterative revision approach will be compiled and summarized in the Plan and presented in narrative and accompanying figures and charts.

C. County Staff Training:

1. Schedule and perform training for York County staff regarding the contents of the Plans, the proposed prioritized implementation, the schedules for implementation, and effectiveness tracking and iterative revisions to the Plans. Consultant shall conduct this training in-person for York County staff, including development of a presentation for use as future in-house training material. The training should not last more than one hour.

D. Education and Outreach Materials:

1. Prepare education and outreach materials for public dissemination and mailings by the County in support of and as part of the County's overall TMDL Monitoring Program, the TMDL Monitoring and Assessment Plans, and the TMDL Implementation Plans.

5.0 CONTRACT TERM:

5.1 The contract term shall be negotiated through a project schedule as mutually agreed to by both parties. However, the County anticipates the development of an adequate TMDL Implementation and Analysis Plan for each identified watershed, developed concurrently, is anticipated to take approximately six (6) months. Respondents should indicate their capacity and capability to meet this timeframe.

5.2 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.

5.3 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.

6.0 COST PROPOSAL:

6.1 Offeror shall provide a detailed cost proposal to include all costs, professional services, expenses, etc. needed to complete the work outlined in this RFP. Offerors are encouraged to provide any additional information and/or pricing (including discounts or incentives) that will address the best value of offerings presented in their technical proposal. The Cost Proposal will be evaluated on the rates that will be billed to the County with any additional overhead, administrative costs, or price increases applied. Pricing must include all applicable taxes.

7.0 PAYMENT:

7.1 Billings should be submitted in the month following the performance of the work and include details of hours worked by staff classification, hourly rates, and reimbursable expenses. The County will pay invoices within 30 days of receipt.

8.0 SUBMITTAL REQUIREMENTS:

8.1 The Proposal shall include the following information with sections headers or tabs to identify each section. Failure to submit this information will render your Proposal as non-responsive. All responses shall include, but not be limited to, the following information:

8.2 Technical and Cost Proposals shall be submitted together; however, the Cost Proposal shall be uploaded separately in the [GetAll portal](#) or in its own separate sealed envelope, if via hand delivery. DO NOT submit copies of the Cost Proposal.

8.3 The Technical Proposal shall include the following with tabs to identify each section. Failure to adhere to this format or to address all items specified may disqualify an Offeror from further consideration. Offerors may include any additional information for consideration in a separate Tab identified as an appendix.

Submit Technical Proposals in the following format:

SIGNATORY PAGE: Included in the front of the proposal should be a copy of the RFP's signature sheet (*attached herein*) properly signed to include the manual signature of an authorized representative of the firm and all appropriate address and contact information as listed on this form.

TITLE PAGE: Title page must show the RFP's subject.

TAB 1: TABLE OF CONTENTS:

TAB 2: TRANSMITTAL LETTER: Proposal must include a signed letter of transmittal briefly stating the Offeror's understanding of the work to be undertaken, the commitment to perform the

work within the time period, a statement why the Offeror believes its firm to be the best qualified to perform the work and a statement that the proposal is a firm and irrevocable offer for ninety (90) days after the date of public opening of Proposals. The letter shall also identify a contact person for questions during the RFP process, including contact information (i.e., telephone number, fax, email, and postal address).

TAB 3: DETAILED PROPOSAL: The purpose of the detailed proposal is for the Offeror to demonstrate their qualifications, competence, project approach and methodology, proposed project schedule, and capacity to provide consulting services based on the Scope of Work as presented in this RFP. Proposals should emphasize the Offeror's proven ability to create successful APFO programs that align growth with capacity.

TAB 4: 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 the Scope of Work as presented in this RFP. Provide at least three (3) references for which the firm has performed services within the past ten (10) years that are similar to the requirements described in the Scope of Work. A description of any regulatory action taken by any oversight body against the firm, or the result of any legal challenge(s) to an APFO developed in part by the firm, shall be included.

1. Demonstrate project experience providing professional environmental consulting services in the evaluation of surface water monitoring data, including BMP selection and implementation, for MS4 Programs located within the State of South Carolina.
2. For each project, provide the following:
 - a. Project name and location.
 - b. Description of services provided.
 - c. Jurisdiction point-of-contact, with email address and telephone number.

TAB 5: QUALIFICATIONS OF STAFF: Provide an organization chart, resumes, and summary of team qualifications; along with key project staff pertaining to the contract. Key staff's experience demonstrating current capacity and current expertise in the Scope of Work outlined in this document. Provide education, certifications, or special training of key staff members who would be assigned to the contract. Please identify which staff person will be the designated project manager for the project.

NOTE: Offerors May Choose to Submit Proposal Response in Electronic Form or via Hand Delivery or Courier Service. Only One Proposal Will Be Accepted.

8.4 ELECTRONIC SUBMITTALS: 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.

8.5 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.

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

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

8.8 IN PERSON/COURIER DELIVERED SUBMITTALS: Proposals must be received at the location given below no later than the deadline on page 1 of this document. Information must be received at the York County Procurement Department, Room 3501, located at 6 S. Congress St., York, S.C. 29745 and must include one (1) original, clearly marked as such, and five (5) copies and one (1) electronic version (USB) of the firm's Qualifications and Proposal (include cost proposal). Faxed information is not acceptable. Proposals received after specified time and date will be rejected as non-responsive.

8.9 SUBMITTING REDACTED OFFERS: 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 your offer includes information marked as Confidential, "Trade Secret," or "Protected", you must also submit one complete paper copy and include a digital copy in PDF format, of your offer from which you have 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 your original offer, and the Procurement Officer must be able to view, search, copy, and print the redacted digital copy without a password. Marking your 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. A redacted copy if applicable, must be uploaded under submit response in the [GetAll portal](#), or must accompany the original submittal document if mailed or hand delivered.

9.0 PREPARATION OF PROPOSALS:

1. All Proposals shall be complete and carefully worded and must convey ALL information requested by York County. If errors are found in the Offeror's Proposal, or if the Proposal fails to conform to the requirements of this solicitation, York County will be the sole judge as to whether that variance is significant enough to reject the Offer.

2. Proposal should be prepared simply and economically. All data, materials and documentation shall be available in a clear, concise form. If additional information is required, Offerors 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.

3. All Proposals shall provide a straight-forward, concise description of Offeror's ability to satisfy the requirements of this Solicitation.

4. Proposal 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 by a person duly authorized to legally bind the business entity submitting an Offer.

10.0 EVALUATION / AWARD CRITERIA:

10.1 A selection committee will evaluate all proposals and organize a short list of firms for further consideration. York County reserves the right to invite short-listed firms to make a presentation to the selection committee as deemed necessary. The criteria will be scored based upon the information provided below:

1. Project Approach / Proposed Methodology	30%
2. Qualifications of Firm	20%
3. Qualifications of Project Team	30%
4. Cost Proposal	20%

11.0 EVALUATION OF PROPOSALS:

11.1 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.

11.2 The Offeror's past performance, personnel experience/project team, experience in the services outlined in the Scope of Work 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 scores will be tallied. Lastly, the Cost Proposal will be opened and factored into the final scores.

11.3 York County may require oral and visual presentation from those firms/individuals that are ranked or short-listed. This shall be done at York County's sole discretion when it determines presentations are essential as part of the evaluation process.

11.4 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.

12.0 PROTEST PROCEDURES:

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.

13.0 INQUIRIES:

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

14.0 SUMMARY:

A contract may be awarded to the firm whose qualifications and project approach best meets the requirements and criteria set forth in this request and is most advantageous to the County. The proposing firm shall demonstrate compliance with the requirements established in this RFP and must be able to perform the tasks in accordance with the standards contained herein. The successful firm shall have the full and sole responsibility of providing all of the proposed services as finally agreed upon and accepted by the County.

15.0 GENERAL REQUIREMENTS:

15.1 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.

15.2 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 Contractors 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.

15.3 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.

15.4 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.

15.4.1 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.

15.5 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 this request.

15.6 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.

15.7 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.

15.7.1 The firm must procure and maintain, for the duration of this project, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the offeror, his/her agents, representatives, employees or subcontractors. York County requires Certificates of Insurance from Offerors doing business with the County within ten (10) working days from notice of award. York County shall be named as "Additional Insured" on all Certificates of Insurance except Workers Compensation.

- General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage,
- Workers Compensation: Coverage's as required by the laws of the State of South Carolina,
- Automobile Liability: \$500,000 combined single limit per occurrence,
- Employers Liability: \$100,000 Bodily by Accident, \$500,000 Bodily Injury by Disease, \$100,000

Bodily Injury by Disease Each Employee.

- Professional Liability: \$1,000,000 per occurrence

15.8 ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County.

15.9 OWNERSHIP OF MATERIAL: All proposals and supporting materials (including all data, material, and documentation) originated and prepared for York County pursuant to this RFP and including correspondences relating to this RFP shall, belong exclusively to York County.

15.10 PRIME CONSULTANT RESPONSIBILITIES: The Consultant will be required to assume sole responsibility for the complete effort as required by this RFP. York County will consider the Consultant to be the sole point of contact with regard to contractual matters.

15.11 SUBCONSULTING: If any part of the work covered by this RFP is to be subcontracted, the Consultant shall identify the subcontracting organization and the contractual arrangements made therewith. All sub consultants must be approved by York County. The successful Consultant will also furnish the corporate or company name.

15.12 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION: The Consultant 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 that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid.

15.13 RECORDS RETENTION & RIGHT TO AUDIT: The County shall have the right to audit books and records of the Consultant 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 Consultant. The County may conduct, or have conducted, audits of specific requirements of this solicitation as determined necessary by the County.

Pertaining to all audits, Consultant 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 Consultant shall be made available for auditing purposes at no cost to the County.

15.14 PUBLIC ACCESS TO PROCUREMENT INFORMATION: Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this RFP 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.

15.15 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.

15.16 CERTIFICATION REGARDING IMMIGRATION REFORM & CONTROL

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.

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