



## **PROCUREMENT DEPARTMENT**

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Teria G. Sheffield  
Procurement Director

**SOLICITATION TYPE:** Request for Qualifications

**DATE:** 4/1/2024

**ID Number:** 2919                      **Title:** Progressive design-build services for improvements to the Bethel Lake Wylie Parks District in Lake Wylie SC

**Due Date/Time:** April 23, 2024 at 3:00 p.m.

**LATE SUBMITTALS WILL NOT BE ACCEPTED**

**Opening Location:**

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

**Voluntary Pre-Solicitation Site Visit:** April 16, 2024 at 2:30 p.m.

Goat Farm Park  
3972 Hands Mill Hwy,  
Clover, SC 29710  
*at the conclusion of the Goat Farm Park site visit, Thistle Park site will be included at 6188 Charlotte Hwy,  
Clover SC 29710*

**Point of Contact:** Bryant Cook, Procurement Manager

**Questions Deadline:** No later than April 18, 2024 at 3:00 p.m.

**Tentative Date of Council Approval:** May 20, 2024

## **SECTION 1 SCOPE OF WORK AND SPECIFICATIONS**

### **1.1 Description**

The objective of this Request for Qualifications (RFQ) is to solicit interest and credentials from qualified teams, licensed in the State of South Carolina to provide progressive design-build services for improvements to Bethel Lake Wylie Parks District in Lake Wylie SC.

Responses to this RFQ will be used to determine the relative qualifications of various teams to perform the scope of work and tasks specified. The County is seeking proposing teams with demonstrated expertise that meets the requirements of this RFQ. In order to be considered for this project, it must be demonstrated that the team and the team members should have recent experience in similar design and construction of public park facilities.

It is anticipated that an agreement for progressive design-build services will be negotiated and executed between York County and the team who is determined to best meet the needs of the County for this project.

### **1.2 Background**

1.2.1 In 2020, voters passed the Bethel Lake Wylie Land Acquisition and Preservation Park District, a special tax district to acquire property for green space, conservation, historic restoration, passive recreation, and interactive community uses in the Bethel and Lake Wylie areas. York County has purchased three properties totaling over 160 acres combined.

- Goat Farm Park - Parcel #5570000002 (6.8 acres)
- Thistle Park – Parcel #4840000006 (46.8 acres) and Parcel # 484000026 (13 acres)

1.2.2 Final Park names to be determined, but for this RFQ are referenced as listed above.

1.2.3 Masterplan concepts have been developed and adopted for each park (attached).

1.2.4 The Masterplans will be used as a basis for design; actual location and number of amenities constructed with this project are dependent on budget and site conditions.

1.2.5 The County desires to focus on the Goat Farm and Thistle Park.

Goat Farm will consist of a new entrance driveway with a sign, gravel drive and parking area with ADA spots included. Abandon well and septic systems and connect to public water and sewer. Construct a large open shelter for public and vendor use. Construct a nature-based playground, small outdoor stage, food-truck area, restroom building and walking trail.

Thistle Park will consist of a new driveway entrance on Hwy 49 with a sign, improved gravel drive, restroom building on well and septic, gravel parking area with ADA spots included, dog park, disc golf course and natural trails, Site work also includes dam repair with shoreline improvements for fishing. Possible renovation to convert the existing log cabin to a visitor's center depending on budget.

### **1.3 Scope of Work**

At the completion of the evaluation process, the County may select a respondent to recommend award of the Progressive Design-Build Contract. With Council approval of award, the County will begin contract negotiations. The final contract with York County will be based on the DBIA Progressive Design-Build standard agreement.

The project will be designed and constructed in two phases using the progressive design-build delivery method.

- Phase One: Architectural and Civil Design documents and permitting information development (30-60% design) such that the selected design-builder can prepare and provide a project implementation guaranteed maximum price (GMP) proposal.
- Phase Two: Complete design, permitting, construction and post-construction tasks, including support and closeout documents in accordance with the GMP. Phase Two GMP may be divided into one or more phases to expedite construction.

## **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.

### **2.2 Insurance**

Offeror must also provide: (1) general liability insurance coverage of at least \$1 Million per occurrence; (2) automobile liability coverage for owned, non-owned, and rented automobiles with limits of \$1 Million per occurrence; and (3) Workers Compensation and Employer's Liability Insurance in an amount equal to the South Carolina statutory limits.

All required insurance shall be placed with a carrier(s) having an A.M. Best's rating of A- or better. No deductible shall be higher than \$5,000. The County shall be named as an additional insured.

All per occurrence and annual aggregate amounts listed above must be site-specific for York County covering claims arising from the services rendered to York County under any agreement between the York County and the proposer.

All insurance must cover the proposer and all of its employees; any sub-contracted firms must have this same coverage.

## **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.

All proposals shall be valid for a period of ninety (90) days after opening. Teams shall be prepared to meet with County staff to discuss any portion of their proposal before a decision is made concerning responses associated or incurred in preparing or responding to this request. The original proposal package shall be clearly identified. All submitted responses will be retained as property of the County and will not be returned.

Proposals and supplemental information shall be limited to no more than twenty (20) pages of material. The 20-page limit does not include the cover letter, table of contents, or County forms. If proposal is printed front and back of each sheet then the pages should be numbered accordingly; meaning the front is page 1 and the back is page 2. The Proposal package shall consist of:

The Firm shall prepare a response to all of the following requests for information. Each section should begin on a separate sheet.

#### **SECTION 1: Signatory / Information Sheets**

##### **A. Cover Letter**

A maximum one (1) page, dated Cover Letter, including the legal name of the Offeror, address, telephone and facsimile numbers, shall be provided that contains a summary of the Offeror's ability to perform the services requested in this proposal and confirm that the Offeror is willing to perform those services and enter into a contract with York County. The letter shall be signed by a person having the authority to commit the Offeror to a contract.

##### **B. Table of Contents**

Proposals shall include a table of contents and corresponding page numbers. Pages should be consecutively numbered in the right-hand corner and each page shall have a footer indicating the name of the Offeror. A Table of Contents of the material contained in the proposal must follow the Cover Letter.

##### **C. Signatory Sheet (attached herein)**

#### **SECTION 2: Introduction**

Provide an executive summary highlighting the major points of the submittal.

## SECTION 3: Evaluation Factors

### A. Team's Experience (35 % of total score)

1. Demonstrate experience with similar projects involving public sector
2. Demonstrate ability to successfully complete all requirements as specified in this Request for Qualifications.
3. Demonstrate understanding of the project and abilities of the proposer to successfully complete the expected scope of work on schedule and within budget.

### B. Team's Performance (35 % of total score)

1. Indicate any similar services performed for Municipal or Governmental clients in the past five (5) years. For any projects listed, please provide the following:
  - a. Project Name
  - b. Owner Point of Contact
  - c. Project Manager
  - d. Budget
2. Organization Chart: Provide an organizational chart of all personnel and/or consultants to be used on task and their qualifications.
3. Qualifications of Offeror: The consultant shall identify the project team and any other key personnel involved in this project, including sub-consultants and co-proposers. A brief resume for each person listing specific qualifications applicable to experience, education, and any other pertinent information, shall be included in the response. After award, any changes in members of the team will require advance approval by the County.

### C. Work Plan/Approach (30% of total score)

1. The "Work Plan" shall describe in detail the specific methods, tasks and activities proposed to be undertaken. Any anticipated theoretical or practical problems associated with the completion of each requirement should be discussed. Solutions, alternatives, or contingency plans related to these problems should also be proposed if appropriate. Additionally, the Work Plan should include task initiation and completion schedules.

## **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 RFQ, 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 RFQ.

All documentation submitted with the proposal should be in a single volume

If a proposal includes any documents or comment(s) over and above the specific information requested in this RFQ, 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 portal which can be accessed at <https://www.yorkcountygov.com/217/Procurement> under Active Bids. 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](mailto: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:**

**In Person/Courier Delivered Submittals:** If Offeror elects to submit proposal in person or by mail instead of electronic submission, 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, and one electronic copy on a USB drive. Faxed information is not acceptable. Proposals received after specified time and date will be rejected as non-responsive.

### **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](http://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 are the general Evaluation Criteria. Each committee member will independently evaluate these criteria. Once the committee has evaluated each proposal, the score will be tallied.

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, 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 progressive design-build services and project review of contractors submissions described herein to be performed upon execution of contract until the completion of the project.

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.

THIS SPACE HAS BEEN INTENTIONALLY LEFT BLANK

**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

\_\_\_\_\_  
FEDERAL TAX ID NUMBER

\_\_\_\_\_  
COMPANY ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP+4

\_\_\_\_\_  
PAYMENT/REMITTANCE ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP+4

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
COMPANY TELEPHONE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

**Minority Status**

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

**Addenda Acknowledgment**

- \_\_\_\_\_ Addendum 1
- \_\_\_\_\_ Addendum 2
- \_\_\_\_\_ Addendum 3
- \_\_\_\_\_ Addendum 4
- \_\_\_\_\_ Addendum 5

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                  <input type="checkbox"/> C Corporation                  <input type="checkbox"/> S Corporation                  <input type="checkbox"/> Partnership                  <input type="checkbox"/> Trust/estate         </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____         </p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____         </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>								
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<b>or</b>								
<b>Employer identification number</b>								
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## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*