



PROCUREMENT DEPARTMENT

Teria G. Sheffield
Procurement Director

SOLICITATION TYPE: Request for Proposals

DATE: 1/21/2025

ID Number: 2955

Title: Water Quality Monitoring Total Maximum Daily Load

Due Date/Time: 2/12/2025 by 11:00 a.m.

LATE SUBMITTALS WILL NOT BE ACCEPTED

Opening Location:

Government Center Building
Room 4200
6 S. Congress St., York, SC 29745

Point of Contact: Bryant Cook, Procurement Manager

Questions Deadline: 2/6/2025 by 4:00 p.m.

Tentative Date of Council Approval: 3/17/2025

SECTION 1 SCOPE OF WORK AND SPECIFICATIONS

1.1 Description

York County (the COUNTY) is seeking a qualified firm to perform surface water field sampling and analytical laboratory services, to fulfill South Carolina Department of Environmental Services (SCDES) requirements for collecting and reporting of quarterly field and analytical data as part of the COUNTY's Total Maximum Daily Load (TMDL) Monitoring Program for various watersheds. Responders (Offerors) to this Request for Proposals (RFP) shall gather water samples and conduct field and laboratory tests for Escherichia Coli (E. Coli) in County waterways and watersheds.

As a SCDHEC-designated SMS4 Program, one specific requirement of the COUNTY's NPDES General Permit for Stormwater Discharges from Regulated Small Municipal Separate Storm Sewer Systems (SMS4) is to implement a plan to monitor the COUNTY's sensitive waters pursuant to Sect. 3.2 of the SMS4 General Permit for pollutants of concern on a frequency necessary to determine statistically significant seasonal pollutant load baselines.

Responses to this RFP will be used to determine the awarding of a contract to a contractor to perform the work and tasks specified. The County is seeking a firm with demonstrated expertise in the acquisition of water samples and laboratory testing in compliance with York County and SCDES ordinances and guidelines.

Upon a thorough review of all submitted responses, and ultimately County Council's approval, staff anticipates entering into an agreement with the selected firm.

1.2 Scope Field Services

Offerors shall be responsible for **all** relevant tasks required to collect surface water samples with calibrated equipment at the field monitoring locations identified in **Attachment A**. As part of this task, Offerors shall provide the following field data for each monitoring location:

- a. Time sample is collected (presented in military / 24-hour time format).
- b. Visual observations of surface water conditions.
- c. Surface water depth (measured in inches).
- d. Surface water pH following SM 4500-Fr B-2011.
- e. Surface water temperature (measured in °C) following SM 2550 B-2010.
- f. Surface water dissolved oxygen (DO) (measured in mg/l) following SM 4500-0 G2016.

The following general procedures and precautions should be considered when collecting surface water samples:

- a. Proper safety precautions must be observed when collecting surface water samples.
- b. Special care must be taken not to contaminate samples. This includes storing samples in a secure location to preclude conditions which could

alter the properties of the sample. Samples shall be custody sealed during long-term storage or shipment.

- c. Collected samples are in the custody of the sampler or sample custodian until the samples are relinquished to another party.
- d. If samples are transported by the sampler, they will remain under his/her custody or be secured until they are relinquished.
- e. Shipped samples shall conform to all U.S. Department of Transportation (DOT) rules of shipment found in Title 49 of the Code of Federal Regulations (49 CFR parts 171 to 179), and/or International Air Transportation Association (IATA) hazardous materials shipping requirements found in the current edition of IATA's Dangerous Goods Regulations.
- f. Field sampling is documented in a bound logbook. The logbook shall be made available to the COUNTY upon request.
- g. Completed chain-of-custody documents shall remain with the samples until custody is relinquished whether by common carrier (UPS, FedEx, etc.) or in-person delivery. Chain-of-custody documents shall be provided with all reports to the COUNTY.
- h. All shipping documents, such as air bills, bills of lading, etc., shall be retained and stored in a secure place until confirmation of sample delivery is received.

1.3 Analytical Laboratory Services:

Offeror shall be responsible for analytical testing of collected surface water samples for the pollutants of concern (POCs) as identified in Attachment B. Analytical testing, including quality assurance / quality control (QA/QC), shall be conducted by a current and active SCDHEC-certified analytical laboratory.

1.4 Deliverables

Analytical laboratory reports are to be submitted to the COUNTY within thirty (30) days of each sampling event. Reports are to be submitted for each watershed and are to be accompanied with a summary spreadsheet (i.e. .csv document) and figures depicting the individual watershed and illustrating / labeling the monitoring station locations and monitoring results.

All report documentation shall be forwarded to the appropriate COUNTY representative. Deliverables shall be in electronic format. Hard copies are not required.

1.5 Sampling Locations

Location	Weekly # Samples	Annual Total Samples
Steele Creek	7	112
Little Allison Creek	4	64
Tools Fork	12	192

1.6 Sampling Schedule

The above scope of services is expected to be executed through an annual period of July **1, 2025** through **June 30, 2027** to coincide with the COUNTY's budgetary fiscal year. Any work performed outside of this period may be subject to non-payment of services.

Samples will be collected without regard to weather conditions and ideally collected once per week on the same day for four consecutive weeks per season. Seasons are defined as follows:

Season	Once Per Week for 4 consecutive weeks In Each Season (preferably same day each week)	Total Sample Weeks in Season
Winter	December-February	4 weeks
Spring	March-May	4 weeks
Summer	June -August	4 weeks
Fall	September-November	4 weeks

Attachment A
Request for Proposals (RFP)
York County Water Quality Monitoring Stations

Steele Creek Watershed (HUC-12# 030501030108)

Station Name	Station ID	Latitude	Longitude	Physical Location
Steele Creek_03	SC-3	35.04487018	-80.94107532	US Highway 21 over Steele Creek
Steele Creek_05	SC-5	35.04397467	-80.97142984	Pleasant Rd (HWY 22) over Jackson Branch
Steele Creek_06	SC-6	35.04587989	-80.97900561	Afton Way over Jackson Branch
Steele Creek_08	SC-8	35.05584553	-80.94351503	Springfield Parkway (HWY 460) over Steele Creek
Steele Creek_09	SC-9	35.06325091	-80.94835653	Gold Hill Rd (HWY 98) over Steele Creek
Steele Creek_12	SC-12	35.06822314	-80.95945025	Pleasant Rd (HWY 22) over Blankmanship Branch
Steele Creek_15	SC-15	35.08925218	-80.95402726	Pleasant Rd (HWY 22) over Steele Creek

Little Allison Creek Watershed (HUC-12# 030501011507)

Station Name	Station ID	Latitude	Longitude	Physical Location
Little Allison Creek_01	LAC-1	35.03095494	-81.10334668	Hands Mill Highway (HWY 274) over Little Allison Creek
Little Allison Creek_02	LAC-2	35.01526546	-81.12237623	S Paraham Rd (HWY 54) over Little Allison Creek
Little Allison Creek_03	LAC-3	35.00877653	-81.1441623	Harper Rd (HWY 815) over Little Allison Creek
Little Allison Creek_04	LAC-4	35.01759966	-81.15731813	Adkins Rd (HWY 181) over Little Allison Creek

Tools Fork Watershed (HUC-12# 030501030401)

Station Name	Station ID	Latitude	Longitude	Physical Location
Tools Fork_01	TF-1	34.88954478	-81.06933116	Robertson Rd (HWY 998) over Wildcat Creek
Tools Fork_02	TF-2	34.89817406	-81.07318214	Ogdon Rd (HWY 101) over Wildcat Creek
Tools Fork_03	TF-3	34.9100342	-81.06910695	Squire Rd (HWY 650) over Tools Fork
Tools Fork_04	TF-4	34.91810037	-81.07616762	Oak Park Rd (HWY 103) over Tools Fork
Tools Fork_05	TF-5	34.93044727	-81.08567046	McConnells Highway (HWY 322) over Tools Fork
Tools Fork_06	TF-6	34.95640766	-81.10587512	York Highway (HWY 5) over Tools Fork
Tools Fork_07	TF-7	34.96399784	-81.12103166	Adnah Church Rd (HWY 81) over Tools Fork
Tools Fork_08	TF-8	34.97594957	-81.13242316	W Mt Gallant Rd (HWY 195) over Tools Fork
Tools Fork_11	TF-11	34.91027775	-81.06548287	Squire Rd (HWY 650) Over Wildcat Creek
Tools Fork_12	TF-12	34.93220178	-81.06398279	McConnells Highway (HWY 322) Over Wildcat Creek
Tools Fork_13	TF-13	34.94393506	-81.06795599	W Main Street (HWY 5) Over Wildcat Creek
Tools Fork_14	TF-14	34.96079865	-81.07285694	Olde Creek Rd (HWY 1507) Over Wildcat Creek

Attachment B
Request for Proposals (RFP)
Parameters of Concern & Analytical Method

Escherichia Coli (E. Coli) samples must be Most Probable Number (MPN) **NOT**
***** Absence/Presence. Sampling method(s) used must be an EPA approved sampling *****
method listed in the 40 CFR Part 136 for **ambient water**.

Steele Creek Watershed (HUC-12# 030501030108)

Station Name	Station ID	Parameter of Concern	Approved Analytical Methods
Steele Creek_03	SC-3	Escherichia Coli (E. Coli)	9222B-2015, 9221B.3-2014/9221 F-2014, 9223B-2016, 9222B-2015/9222I-2015, 9213D-2007
Steele Creek_05	SC-5	Escherichia Coli (E. Coli)	
Steele Creek_06	SC-6	Escherichia Coli (E. Coli)	
Steele Creek_08	SC-8	Escherichia Coli (E. Coli)	
Steele Creek_09	SC-9	Escherichia Coli (E. Coli)	
Steele Creek_12	SC-12	Escherichia Coli (E. Coli)	
Steele Creek_15	SC-15	Escherichia Coli (E. Coli)	

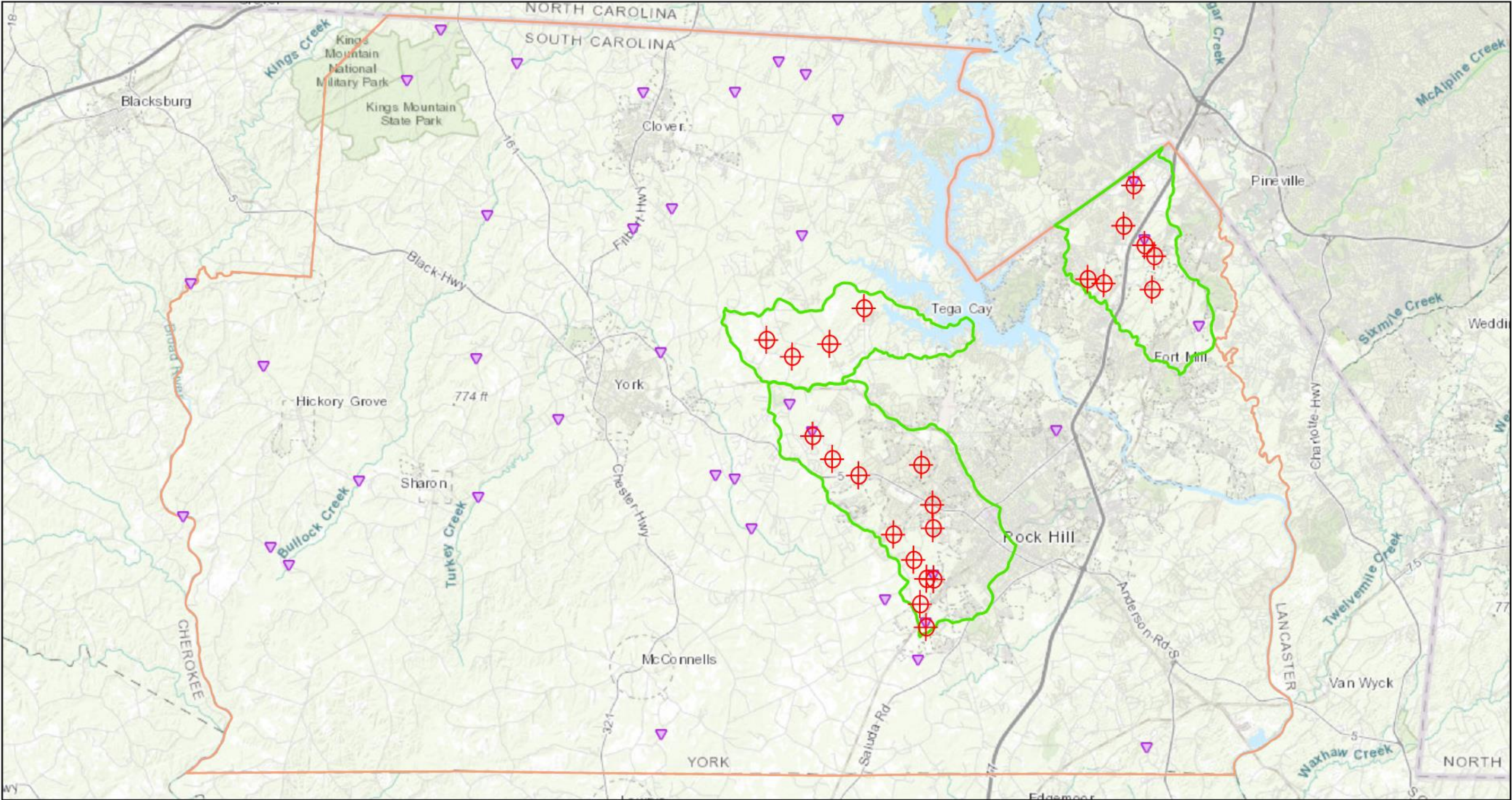
Little Allison Creek Watershed (HUC-12# 030501011507)

Station Name	Station ID	Parameter of Concern	Approved Analytical Methods
Little Allison Creek_01	LAC-1	Escherichia Coli (E. Coli)	9222B-2015, 9221B.3-2014/9221 F-2014, 9223B-2016, 9222B-2015/9222I-2015, 9213D-2007
Little Allison Creek_02	LAC-2	Escherichia Coli (E. Coli)	
Little Allison Creek_03	LAC-3	Escherichia Coli (E. Coli)	
Little Allison Creek_04	LAC-4	Escherichia Coli (E. Coli)	

Tools Fork Watershed (HUC-12# 030501030401)

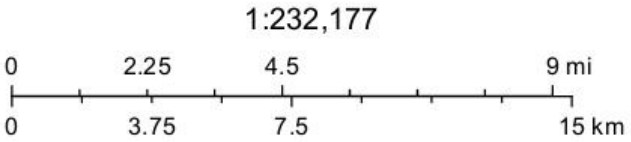
Station Name	Station ID	Parameter of Concern	Approved Analytical Methods
Tools Fork_01	TF-1	Escherichia Coli (E. Coli)	9222B-2015, 9221B.3-2014/9221 F-2014, 9223B-2016, 9222B-2015/9222I-2015, 9213D-2007
Tools Fork_02	TF-2	Escherichia Coli (E. Coli)	
Tools Fork_03	TF-3	Escherichia Coli (E. Coli)	
Tools Fork_04	TF-4	Escherichia Coli (E. Coli)	
Tools Fork_05	TF-5	Escherichia Coli (E. Coli)	
Tools Fork_06	TF-6	Escherichia Coli (E. Coli)	
Tools Fork_07	TF-7	Escherichia Coli (E. Coli)	
Tools Fork_08	TF-8	Escherichia Coli (E. Coli)	
Tools Fork_11	TF-11	Escherichia Coli (E. Coli)	
Tools Fork_12	TF-12	Escherichia Coli (E. Coli)	
Tools Fork_13	TF-13	Escherichia Coli (E. Coli)	
Tools Fork_14	TF-14	Escherichia Coli (E. Coli)	

York County TMDL Monitoring Stations



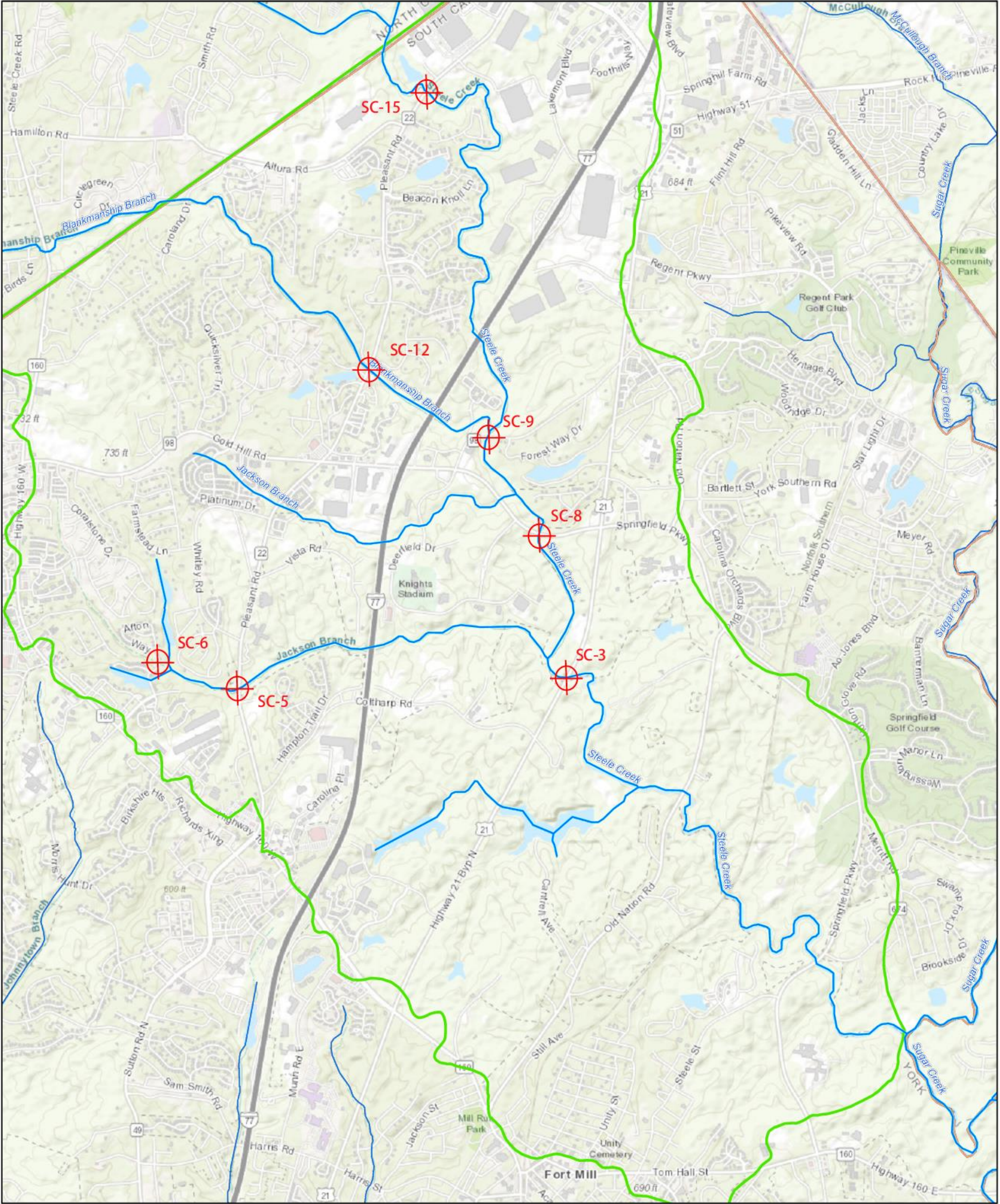
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-  Watersheds
-  SCDHEC TMDL Sites
-  York County Boundary
-  York County TMDL Monitoring Station



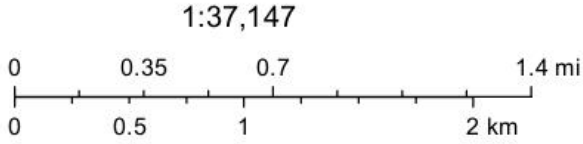
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Steele Creek Watershed



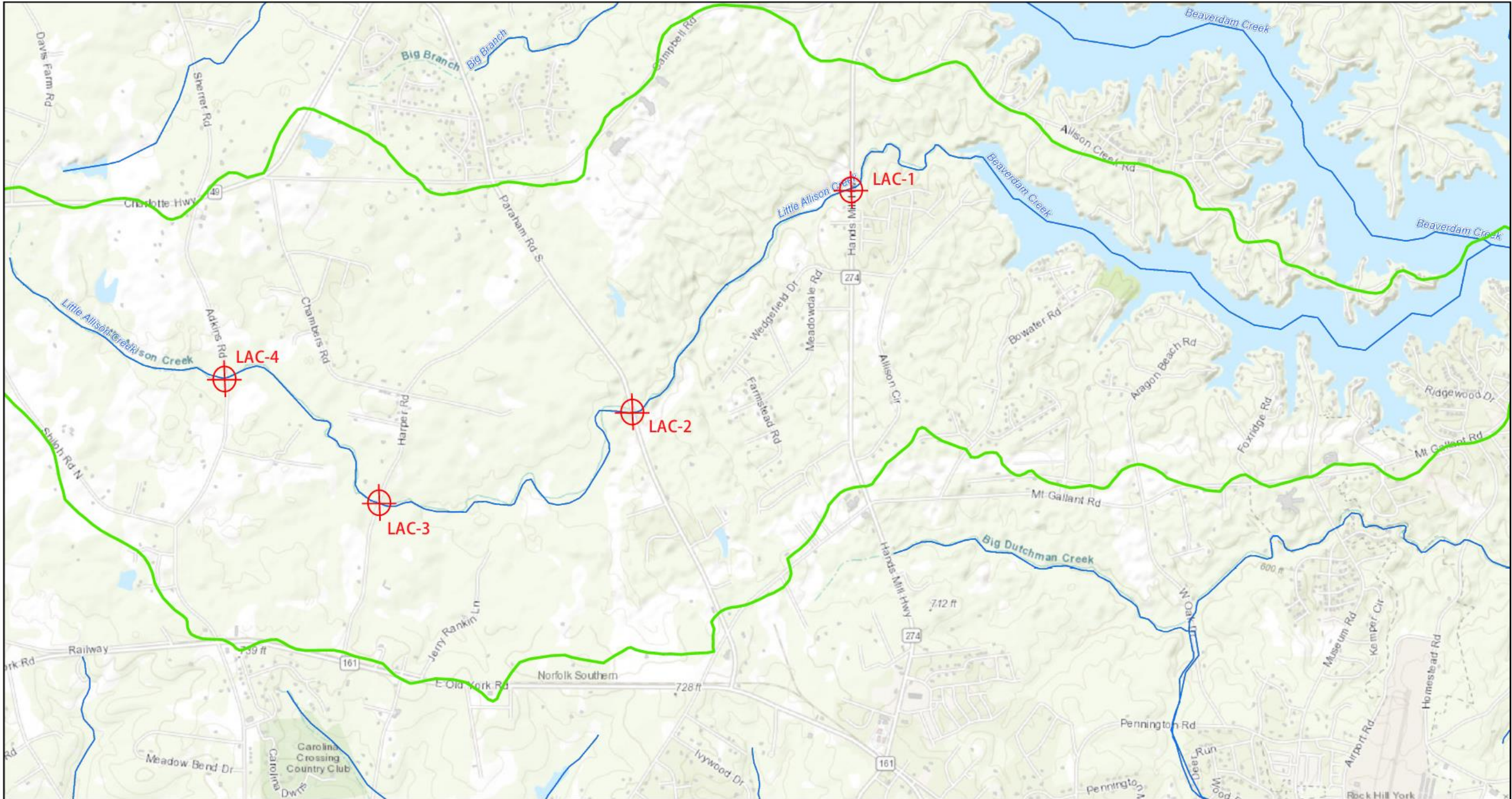
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- Streams
- Steele Creek Watershed
- County Boundary
- NHD Labeled Streams
- York County Monitoring Station



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Little Allison Creek Watershed



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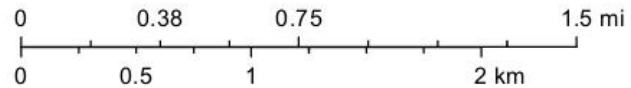
 Little Allison Watershed

 NHD Labeled Streams



York County Monitoring Station

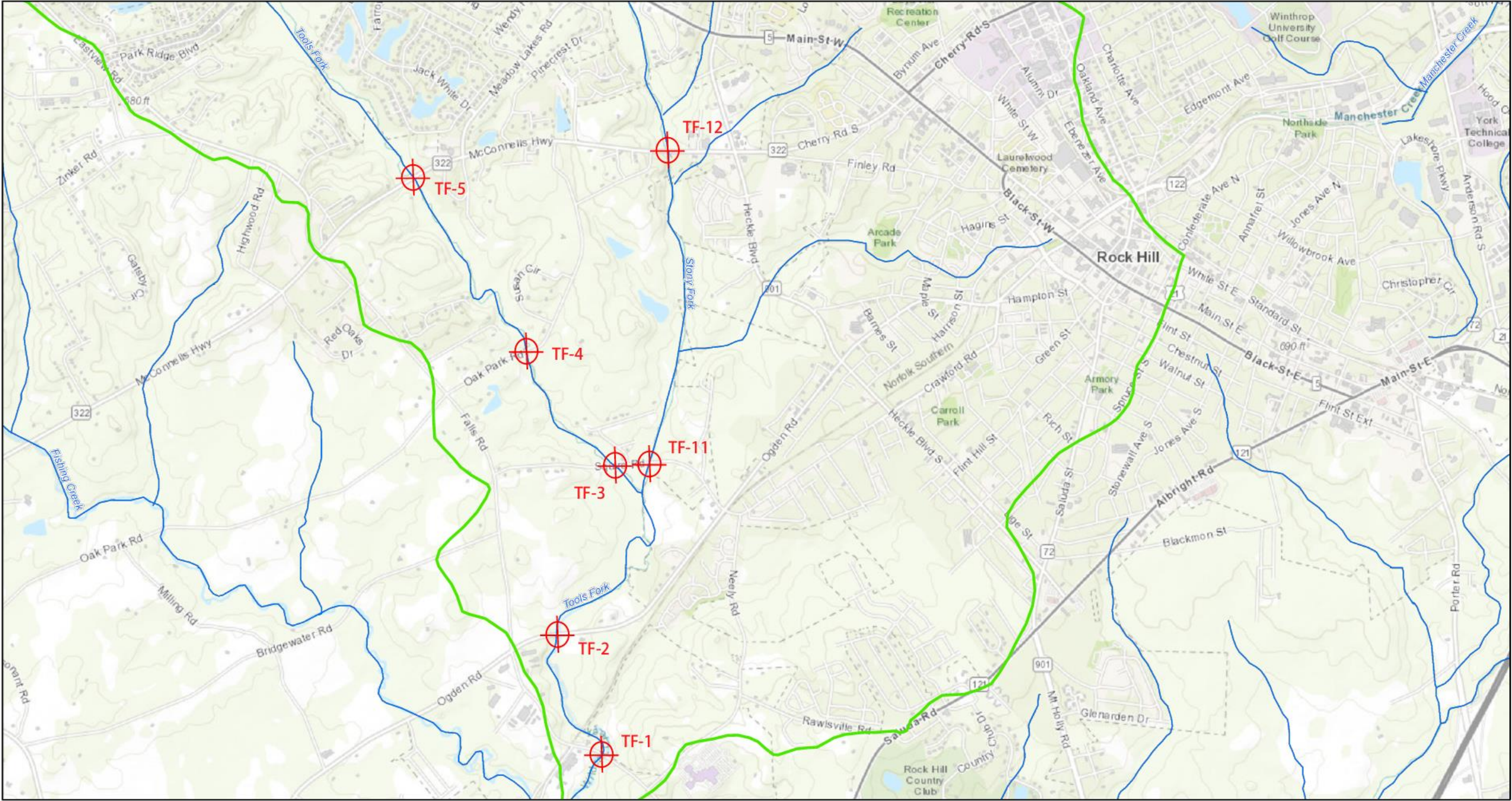
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SCDHEC
York County Government, SC, State of North Carolina DOT, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA | SCDHEC | Add Disclaimer |

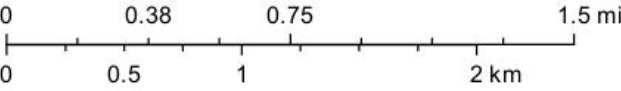
Tools Fork Watershed (Lower)



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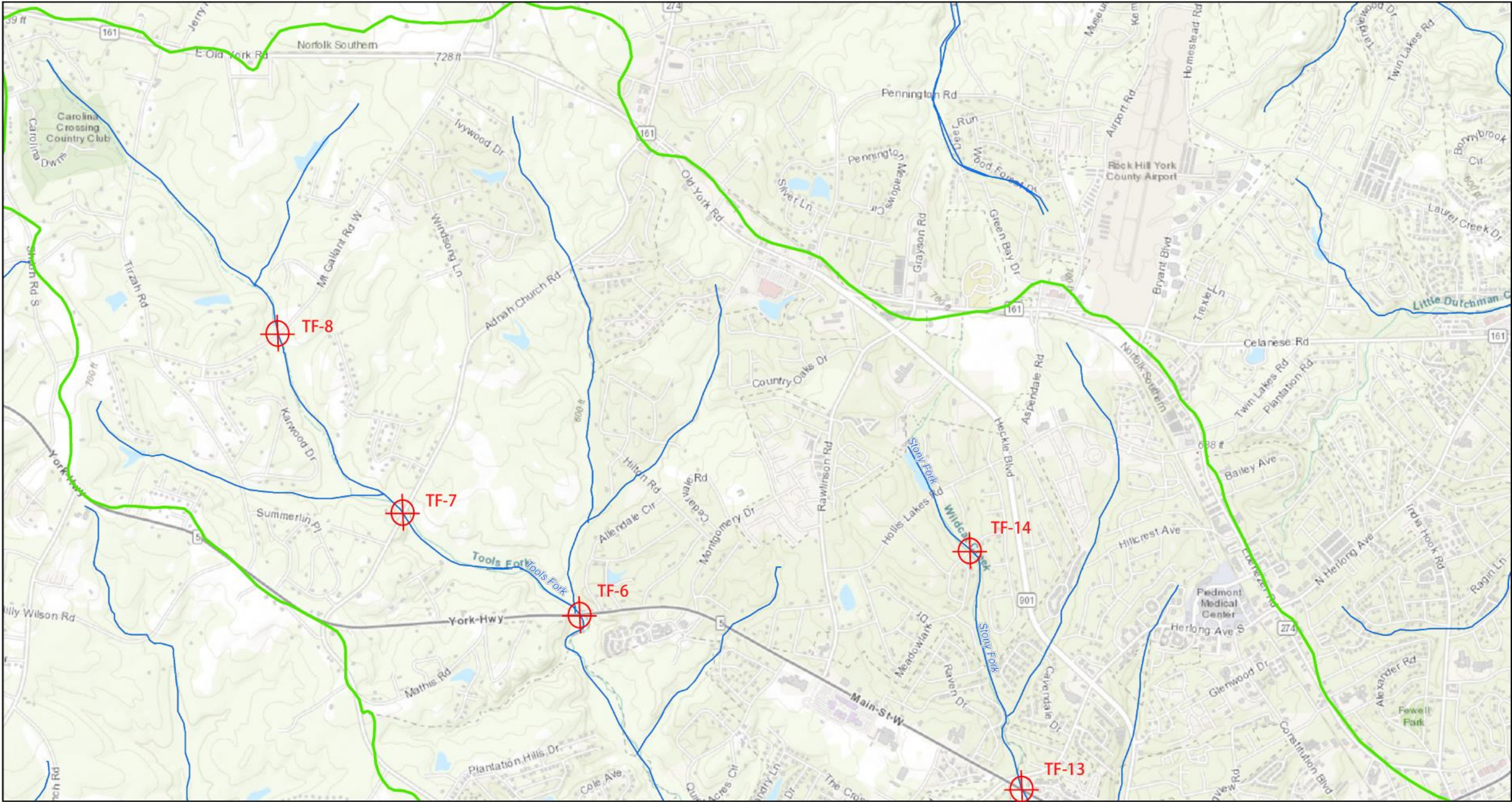
-  Tool Fork Watershed
-  York County Monitoring Station
-  NHD Labeled Streams

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Tools Fork Watershed (Upper)



1/3/2024, 6:45:29 AM

 Tool Fork Watershed
 NHD Labeled Streams

 York County Monitoring Station

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0 0.38 0.75 1.5 mi
0 0.5 1 2 km

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SECTION 2 OTHER REQUIREMENTS

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 ineligible for consideration.

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

SIGNATORY PAGE: Included in the front of the proposal should be a copy of the RFP's signature sheet (page 2 of this document) 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.

TAB 1: TECHNICAL APPROACH : Provide a description of the Proposer's approach to the services described in Section 1, to include startup procedures/requirements,

methodology, operations, management and billing/invoices reporting procedures to the County. Provide a copy of Proposer's schedule of services. Provide information on the managing of data collected during the contract and the systems and reporting capabilities.

TAB 2: QUALIFICATIONS OF THE FIRM: Provide a description and history of the firm along with information related to previous experience of providing services similar in nature, size and scope to those outlined in section 1 of this document. Provide at least three (3) references for which the firm has performed services within the past five years that are similar to the requirements in the Scope of Services outlined herein of this document. The three references should be active clients.

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

TAB 4: SERVICE CAPABILITIES: Proposer's locations or branches that would service York County or location from which Contractor(s) would be deployed. Outline of service area and capabilities of staff/capacity to meet the needs of York County.

COST PROPOSAL (one copy in a separate sealed envelope): Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein in Section 6. The Cost Proposal will be evaluated on the rates that will be billed to the County with any addition of overhead, administrative costs or price increases applied.

3.2 Preparation of Proposal

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

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

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

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

If a proposal includes any documents or comment(s) over and above the specific information requested in this RFP, such material must be included as an appendix to such proposal.

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 paper copy and include a 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 a confirmation email is not received, contact GetAll support at support@getall.com to confirm the submittal was successful. The Offeror shall be responsible for confirming that submittal is received by the deadline. Any submittal received after the closing date and time deadline will not be considered.

For step by step instructions on how to submit a response select Help and then Quick Reference in the GetAll portal.

3.5 Intent

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

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

3.6 Additional Information

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

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

3.7 Inquiries

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

SECTION 4 EVALUATION, AWARD, AND CONTRACT

4.1 Evaluation of Proposals

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

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

The following criteria will be used to evaluate the proposals with the corresponding weight:

Technical Approach: 30%

Qualifications of Firm: 25%
Qualifications of Staff: 25%
Service Capabilities: 10%
Cost Proposal: 10%

4.2 Presentations

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

4.3 Award

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

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

4.4 Terms of Contract

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

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

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

4.5 Termination of Contract

- a. Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing thirty (30) days written notice to the other party.
- b. Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of York County without the required (30) days advance written notice, then York County must negotiate reasonable termination costs, if applicable.

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

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

4.6 Non-Appropriation Clause

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

4.7 Protest

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

SECTION 5 TERMS AND CONDITIONS

5.1 Acceptance and Deviations

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

5.2 General Requirements

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

5.3 Title VI of the Civil Rights Act of 1964

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

5.4 Conflict of Interest

The successful firm shall not knowingly employ, during the period of a contract, or any extensions to it, any professional personnel who are also in the employ of York County and who are providing services involving this request or services similar in nature to the scope of this request to the County. Furthermore, the firm shall not knowingly employ, during the period of a contract or any extensions to it, any York County employee who has participated in the making of a contract until at least two years after his/her termination of employment with York County.

5.5 Indemnification and Hold Harmless

The successful firm shall agree to protect, defend, indemnify, and forever hold harmless, the County, its agents, officers, and employees, from and against any and all claims, liabilities, damages, costs, actions, proceedings, of any nature whatsoever, however alleged or termed, or in any lawsuits, arising in any manner out of any action or failure to act, by the firm, its officers, agents, and employees, or relating to or arising out of the performance or failure to perform, by the firm, its officers, agents, and employees, any obligations arising under its agreement with the County, or any other type claim/lawsuit whatsoever, however alleged or termed, which may arise at any time as a result of or related to the provision of service(s) for the County by the successful firm, without regard to the source, nature, or validity of the claim/lawsuit. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, loss of use and/or services, claims for injury, damage, disability, property damage, or death, injury to real or personal property, and attorneys' fees, costs, and expenses incurred by the County or any of its agents, officers, and employees. The County shall not be precluded from receiving the benefits of any insurance the firm may carry which provides for indemnification for any loss or damage to property in the firm's custody and control, where such loss or destruction is to County property. The firm shall do nothing to prejudice the County's right to recover against third parties for any loss, destruction or damage to County property.

5.6 Drug-Free Workplace

During the performance of this request, the firm agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the firm maintains a drug-free workplace. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor/firm in accordance with this chapter, the employees

of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the request.

5.7 Applicability/Jurisdiction of South Carolina Law and Courts

Upon award of a contract under this request the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful firm from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the firm agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

5.8 Certificate of Insurance

Once selected, the successful firm will be required to provide proof of insurance to include workers compensation, employer's liability and general liability prior to commencing work.

5.9 Assignment

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

5.10 Ownership of Material

All proposals and supporting materials (including all data, material, and documentation) originated and prepared for York County pursuant to this solicitation and including correspondences relating to this solicitation shall, belong exclusively to York County.

5.11 Prime Responsibilities

The successful firm will be required to assume sole responsibility for the complete effort as required by this solicitation. York County will consider the successful firm to be the sole point of contact with regard to contractual matters.

5.12 Subcontracting

If any part of the work covered by this solicitation is to be subcontracted, the successful firm shall identify the subcontracting organization and the contractual arrangements made 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 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.

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 IS INTENTIONALLY LEFT BLANK

SECTION 6 COST PROPOSAL FORM (One copy to be submitted in a separate sealed envelope)

Service Rendered	COST
Additional Charges:	
TOTAL	

6.1 Acknowledgement of Addenda

Offeror hereby acknowledges receipt of all Addenda through and including:

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

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)

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

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

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.

Social security number	
<div></div>	<div></div>
or	
Employer identification number	
<div></div>	<div></div>

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

Sign
Here

Signature of
U.S. person ►

Date ►

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.

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.