



PROCUREMENT DEPARTMENT

Teria G. Sheffield
Procurement Director

SOLICITATION TYPE: Request for Proposals

DATE: 7/25/2025

ID Number: 3009

Title: Water Tank Maintenance

Due Date/Time: August 20, 2025 at 3:00 p.m.e.s.t.

LATE SUBMITTALS WILL NOT BE ACCEPTED

Opening Location:

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

Voluntary Site Visit:

Site visits must be scheduled via email to: raymond.bailey@yorkcountygov.com and
shannon.bailey@yorkcountygov.com

Point of Contact: Bryant Cook, Procurement Manager

Questions Deadline: August 13, 2025 by 4:00 p.m.

Tentative Date of Council Approval: September 15, 2025

SECTION 1 SCOPE OF WORK AND SPECIFICATIONS

1.1 Description

The York County Water and Sewer Department (York County) is requesting proposals from Professional Water Tank Maintenance Service Providers (Offerors), experienced in the inspecting, renovating, and preventive maintenance of potable water storage facilities.

Each Offeror must comply with all requirements of this Request for Proposal (RFP). The Service Provider's degree of compliance with the requirements of this RFP will be a factor in the subsequent evaluation and award of the contract for the designated services.

1.2 Minimum Qualifications of Proposing Service Providers

For your firm to be considered, York County is requiring the following minimum qualifications:

- At least ten (10) current Water Tank Maintenance clients, preferably in South Carolina.
- Offeror must have been in business a minimum of ten (10) years, and have no current pending litigation. Given the potential long-term nature of these agreements, the Offeror must also demonstrate at least 10 years under the same ownership.
- An administrative contact, directly employed by the Offeror that is located within a reasonable driving distance (less than 200 miles) to provide serviceability deemed appropriate by the County.
- An assigned Quality Assurance Inspector that is AMPP/NACE certified to inspect all coatings and repairs to the water tank.
- A licensed South Carolina Professional Engineer will be directly employed by the Offeror as aspects of this contract may include design/build elements in relation to the water tank structures and coatings. As a firm, the Offeror shall also have a Certificate of Authority to practice engineering in the State of South Carolina.
- The Offeror must be a wholly-owned American firm based in the United States of America and must be licensed as a General Contractor in the State of South Carolina.
- The Offeror can meet the minimum insurance coverage demanded with a provider with AM Best rating of A- or better.

1.3 Description of Requested Services

A successful Professional Offeror will communicate through their response that they meet the qualifications, possess the experience, capability, and capacity to achieve York County's maintenance objectives.

Listed below are detailed descriptions of the essential services the selected provider will be responsible for performing:

1.3.1 ADMINISTRATIVE

The selected Offeror will provide a competent administrative contact directly employed and supervised by the Offeror and who is entitled to represent the Company for and in the management of services outlined in the agreement.

The Administrative Contact will be responsible for:

- Acting as a single point of contact representing the provider for subjects related to the delivery of services, customer satisfaction, and dispute resolution.
- Certifying compliance with the General Terms and Conditions of the agreement.

1.3.2 INSPECTION & EVALUATION

The selected Offeror will provide trained personnel directly employed and supervised by the Offeror to perform all inspections. These personnel shall be AMPP/NACE certified. Reference ANSI / AWWA D101-53 (R86), Inspecting and Repairing Steel Water Tanks, Standpipes, Reservoirs, and Elevated Tanks for Water Storage.

- Each tank must be visually inspected, at a minimum, once in any twelve-month period. If conditions warrant, additional visual inspections should be performed at no additional cost.
- All observations will be documented in a concise report with supporting photographs.
- The tanks compliance with regulatory standards and regulations will be documented in a single page compliance report with supporting photographs.
- Any repairs and/or renovations shall be inspected for compliance quality and projects documented.
- A qualified representative of the selected Service Provider, acceptable to York County, may perform the physical inspections.

If any of the inspections are to be performed by a sub-Offeror and not direct employees, it must be indicated in your proposal document.

1.3.3 WATER QUALITY

The selected Offeror will provide trained personnel directly employed and supervised by the Offeror to provide all labor, equipment, and materials to clean, inspect, and disinfect each water storage tank identified in this RFP. Wash out disinfection services shall include but not be limited to:

- Each water tank will be washed out, inspected, and disinfected following American Water Works Association (AWWA) C652 Standards or as often as local conditions require but not less often than once every three years.
- Washouts shall be performed following AWWA Standards D652-86 Spray Method 2 Standards for Potable Water Tank disinfecting.
- All observations will be documented in a concise report with supporting photographs.

- The tanks compliance with regulatory standards and regulations will be documented in a single page compliance report with supporting photographs.
- A qualified representative of the selected Service Provider, acceptable to York County, may perform the physical inspections.

If any water quality related work is to be performed by a sub-Officer and not direct employees, it must be indicated in your proposal document.

1.3.4 MAINTENANCE SERVICES

The selected Offeror will provide trained personnel directly employed and supervised by the Offeror to provide the experience, support, equipment, labor, and materials necessary to perform any repairs and interior / exterior renovations. Reference AWWA Standard D101 Painting Steel Water Storage Tanks.

- Projected exterior renovation cycles should foremost ensure the structure is protected. Notwithstanding, York County expects a tank to be kept visually appealing and will not accept visible surface imperfections, blistering, cracking, flaking paint or excessive chalking. Re-coating of the exterior of a tank shall be performed in 8-year cycles scheduled from the first scheduled re-coating. Note that the Offeror will be responsible for addressing any premature coating failure to ensure a tank is protected and kept visually appealing. During exterior renovations, the logos shall be painted to match the existing logos.
- Projected interior renovation cycles should foremost ensure the structure is protected. Notwithstanding, York County expects the interior of a tank to be free of any visible surface imperfections, blistering, cracking, flaking paint or corrosion. Renovating of the interior of a tank shall be performed in 15-year cycles scheduled from the first scheduled renovation. Note that the Offeror will be responsible for addressing any premature coating failure to ensure a tank to be protected and sanitary.

It is the responsibility of the Offeror to schedule and specify a scope of work that achieves both York County's maintenance objective and cycle criteria. Submitting Service Providers must chronicle in their response a plan and method they plan to utilize to meet York County's maintenance objective. A complete response should incorporate, at a minimum, a model scope of work, type of coating options, and proposed exterior / interior coating cycle objectives.

The selected Offeror shall also provide trained personnel directly employed and supervised by the Offeror to provide quality assurance inspections during all renovation projects. All observations throughout the various phases of the project shall be documented along with supporting photographs. As part of this quality assurance, any required re-work in order to comply with applicable industry standards or specifications shall be the responsibility of the Service Provider.

1.3.5 MISCELLANEOUS SERVICES

The selected Offeror must provide the expertise, support, equipment, labor, and materials critical to perform long-term maintenance and safeguard stored water quality. Miscellaneous Services shall include, but may not be limited to:

- Maintenance related project consulting, management, and scheduling.
- Structural repair consulting, management, engineering, and emergency repairs services.
- Protection of any surrounding buildings, houses, vehicles, boats, bodies of water and any other property in the immediate vicinity of a painting operation.
- Project consulting or management of cellular phone installations.
- Support services, products, material, and installation expertise of water quality technologies, for water storage facilities.

1.4 Water Storage Facilities

York County is considering the following water storage tanks for the service:

Tank Name	Capacity (gallons)	Design	Location (approximate)
Bailiwyck Elevated Tank	100,000	Double Ellipsoidal Elevated	1083 Maxwell Rd. Tega Cay, SC
Catawba Elevated Tank	250,000	Double Ellipsoidal Elevated	5043 Concord Rd. York, SC
Charlotte Highway Elevated Tank	200,000	Torus Bottom Elevated	4632 Charlotte Hwy. Lake Wylie, SC
Weber Court Elevated Tank	500,000	Torus Bottom Elevated	5050 Weber Ct. Ft. Mill, SC
Concord Road Tank	750,000	Torus Bottom Elevated	5380 Concord Rd. York, SC
Highway 21 – Baxter Lane Composite Elevated Tank	1,500,000	Composite Elevated Tank	Baxter Ln Fort Mill, SC
Stockbridge Composite Elevated Tank	1,000,000	Composite Elevated Tank	904 Stockbridge Drive Tega Cay, SC
Deerfield Drive – Knights Elevated Tank	250,000	Pedisphere Elevated Tank	2275 Deerfield Dr Fort Mill, SC
*Mount Gallant Glass Lined Ground Storage Tank	256,485	Glass Lined Tank	5207 Mt. Gallant Dr Rock Hill, SC
*Meade Street Glass Lined Ground Storage Tank	256,000	Glass Lined Tank	224 Meade St. Rock Hill, SC

* Glass Lined Ground Storage Tanks will only include annual inspections, interior washouts and compliance related repairs.

SECTION 2 OTHER REQUIREMENTS

2.1 Insurance

The Offeror shall carry insurance as prescribed herein and all policies shall be with a company satisfactory to York County. Insurance coverage specified herein constitutes the minimum requirements.

If a part of this contract is sublet, the Offeror shall require each subcontractor Provider to carry insurance of the same kind and in like amounts as carried by the prime Service Provider.

Certificates of insurance shall state that ten (10) days written notice will be given to York County before the policy is canceled or changed. No Offeror or subcontractor Provider will be allowed to start any work on this contract until certificates of all insurance required herein are filed and approved by the Officials. The certificates shall show the type, amount, class of operations covered, effective dates, and the dates of expiration of policies. The Offeror shall secure and maintain in effect for the period of the contract and pay all premiums for the following kinds and amount of insurance.

General Liability

- Each Occurrence Minimum Amount of Coverage - \$1,000,000
- General Aggregate Minimum Amount of Coverage - \$2,000,000

Automobile Liability

- Combined Single Limit Minimum Amount of Coverage - \$1,000,000

Worker Compensation and Employer's Liability

- Each Accident / Disease Minimum Amount of Coverage - \$1,000,000
- Policy limit must be listed on the submitted certificate.

Pollution Liability

- Each Occurrence Minimum Amount of Coverage - \$1,000,000
- General Aggregate Minimum Amount of Coverage - \$2,000,000

Professional Liability

- Each Occurrence Minimum Amount of Coverage - \$1,000,000
- General Aggregate Minimum Amount of Coverage - \$2,000,000

Umbrella Liability Coverage

The Offeror should carry some form of umbrella coverage adequate to fully cover the insurable portion of the project for the benefit of York County, the prime Contractor, and Subcontractor as their interest may appear.

Umbrella or other type of coverage should be detailed in the Service Provider's insurance certificate submitted with their proposal.

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 (30% of score): Provide a description of the Proposer's approach to the services described in Section 1 of this document, to include startup procedures/requirements, methodology, operations, training, 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.

- VISUAL INSPECTIONS, WASH OUT INSPECTIONS & WATER QUALITY Briefly describe your approach and schedule to satisfy York County's maintenance objective.
- MAINTENANCE REPAIRS, EXTERIOR & INTERIOR RENOVATIONS Briefly describe your specifications and schedule to satisfy York County's maintenance objective. Establish a schedule of repairs and renovations. A complete response should incorporate, at a minimum, a model scope of work, type of coating options, and proposed exterior / interior coating cycle objectives.

TAB 2: QUALIFICATIONS OF THE FIRM (20% of score): 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 sections 1 and 2 of this document. Provide a contact list, with names and telephone numbers, of at least ten (10) current Water Tank Maintenance clients, preferably in South Carolina.

TAB 3: QUALIFICATIONS OF STAFF (20% of score): Provide an organization chart, resumes, and summary of staff qualifications; along with key project staff pertaining to the contract. Key staff's experience demonstrating current capacity and current expertise in the scope of work outlined in Sections 1 and 2 of this document. Provide education, certifications, or special training of key staff members who would be assigned to the contract.

TAB 4: SERVICE CAPABILITIES (15% of score): 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 (15% of score) (one copy in a separate sealed envelope): Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein in below. 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: 20%
Qualifications of Staff: 20%
Service Capabilities: 15%
Cost Proposal: 15%

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 (2) additional one (1) year renewal options.

The Contract must be valid from the date of the initial Purchase Order and must remain valid for the duration of installation and payment of final invoice.

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.

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