



PROCUREMENT DEPARTMENT

Teria G. Sheffield
Procurement Director

SOLICITATION TYPE: Request for Proposals

DATE: 1/16/2026

ID Number: 3026

Title: Emergency Fuel Services

Due Date/Time: February 11, 2026 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

Point of Contact: Bryant Cook, Procurement Manager

Questions Deadline: No later than February 4, 2026 at 4:00 p.m.

Tentative Date of Council Approval: March 16, 2026

SECTION 1 SCOPE OF WORK AND SPECIFICATIONS

1.1 Description

The purpose of this Request for Proposals (RFP) is to establish an Emergency Fueling Contract through competitive solicitation. York County is seeking to secure professional and specialized services to assist in the procurement, storage, distribution, and recording of fuel during emergency situations and events in which there is an interruption in the pipeline supply, or other disruption that affects the normal supply of fuel into York County. The intent of this Request for Proposals (RFP) is to enter into a pre-event contract, which would result in no immediate cost to York County.

In cases of pipeline interruption or if any vendor under an existing York County contract for fuel is unable to supply product in an emergency situation, either the fuel is not available or is unable to be delivered in the specified timeframe, York County will then contact the awarded vendor for emergency source fuels and fuel related services. This contract will be utilized when York County determines that there is an interruption in normal pipeline supply or any other interruption of normal supply of fuel to the county until the normal supply is fully restored.

1.2 Background

Natural and man-made disasters can and will impact fuel availability and delivery within York County. In turn, the response of emergency resources to address disasters adds additional needs on the fuel supply system. Many York County departments may require additional fueling resources to support response operations in emergency situations and disasters.

It is the intention of York County to have the proper quantities of fuel, fuel storage tanks, and fuel dispensing equipment in proper locations to dispense into emergency response vehicles, other operational vehicles, and portable tanks to fill generators and material handling equipment as needed in emergency situations. This disaster contract is being requested to meet both small and large needs, as well as to address short and long-term distribution system disruptions.

1.3 Scope of Work

- The Agency is seeking Contractors capable of responding to a wide range of emergencies and disasters including, but not limited to:
 - Pandemics
 - Floods
 - Tropical Cyclones
 - Severe Storms
 - Wildfires
 - Droughts
 - Extreme Heat
 - Geological Incidents
 - Winter Storms
 - Seismic Incidents
 - Transportation Incidents
 - Cyber Incidents
 - Technological Hazards
 - Hazardous Materials Incidents
 - Space Weather Incidents
 - Radiological Incidents
 - Terrorism

- Agricultural Disruptions
- Biological Incidents
- Mass Migration Incidents
- Civil Disturbance Incidents
- Planned Events
- Other Incidents

Contractors shall provide all services described herein which consist of providing fuel, manpower for equipment, logistics support and emergency spot fueling. All services performed under this contract shall be conducted in accordance with all applicable Federal and State laws, and environmental regulations.

Contractors must provide gasoline, diesel, and Diesel Exhaust Fluid (DEF) as requested. All gasoline and diesel fuel shall be provided in accordance with Chapter 5J-21, F.A.C. Motor Fuel Specifications and Standards. Unless fuel waivers have been issued by the federal government and the state of South Carolina.

Gasoline fuel shall have a minimum octane rating of 87.0 for regular unleaded gasoline and meet specifications.

Diesel fuel shall be rated No. 2 grade and meet specifications

Diesel Exhaust Fluid (DEF) shall meet the International Organization for Standardization (ISO) standard 22241

Required Resources:

- Contractors must provide all resources and the appropriately licensed personnel required to drive and operate the resources.
- Bobtail Fuel Truck- A multi-compartment straight truck with combined minimum storage of 1,000 gallons and equipped with a driver and Pumping system for gas or diesel
- Transport Tanker Trailer Truck- A truck tractor and tanker trailer with a minimum capacity of 8,500 gallons used for hauling fuel and equipped with a driver and Pumping System
- Mobile Fueling Station- A trailer tanker equipped with dual-walled tank(s) with a minimum fuel storage capacity of 8,500 gallons with a self-contained power source and separate Pumping System for gas and diesel and equipped with a minimum of 8 fueling points.
- Portable Fuel Storage Tank- A dual-walled fuel tank used for temporary or portable storage of fuel with a minimum storage capacity of 300 gallons of fuel and equipped with a Pumping System.
- Pumping System- A fuel transfer pump equipped with fuel hoses, reels, nozzles, fuel filters, and meters capable of dispensing fuel to individual passenger vehicles and heavy equipment.

Note: When calculating number of resources, Contractors should include all Vendor owned and sub-contractor owned resources. All fueling points must have meter registers.

Note: All fuel storage tanks shall be movable, above ground, double walled and come with pump, gauge for inventory level purposes, hose and nozzle for dispensing fuel. Tanks shall meet National Fire Protection Association (NFPA) Code 30. Proof of compliance may be requested.

Note: No fuel surcharges allowed. No fuel environmental fees. No fuel recovery fees.

Alternate Resources:

The following alternate resources are not required but are preferred capabilities. The offeror will not be penalized if these resources are not part of their capabilities.

- Marine Fuel - Marine fuel shall be non-ethanol unleaded gasoline with a minimum octane rating of 87.0
- Propane
- Mini-Mobile Fueling Station- A trailer mounted dual-walled tank(s) with a minimum total storage capacity of 500 gallons with a self-contained power source and separate Pumping System for gas and diesel and equipped with a minimum of 2 fueling points.
- Aviation Fuel Truck- A truck capable of transporting aviation fuels and perform fueling operations for aircraft including airplanes and helicopters.
- Aviation Fuel - Aviation fuel shall meet Jet A specifications or AvGas (100 octane) with single point refueling and over the wing offload capability. Aviation fuel must pass the IAW UFC 3-460-03 standard for testing/water contamination sampling capability.
- High Water Vehicle- All-terrain vehicle with two fuel tanks each containing a minimum storage capacity of 250 gallons capable of hauling gasoline and diesel with a Pumping System.
- Temporary Emergency Retail Station- A fixed location capable of providing citizens of gasoline and diesel, accept payments (cash and credit), and provide receipts for transactions and to track all fuel transactions for the county. The county would assume the costs for everything except the fuel (paid by customers) and applicable taxes associated with fuel.

Response Time and Activation:

- Contractors must be able to mobilize Bobtail Trucks with a minimum capacity of 5,000 gallons total or 1 Transport Tanker Trailer Truck (8,500 gallons) or resources with the equivalent fuel capacity that include pumping system within 48 hours of the County's request.
- Contractors must also be able to provide a minimum of 10 Bobtail Trucks and 1 Transport Tanker Trailer Truck or the equivalent capacity of at least 58,000 gallons within 7 days of the County's request.
- Contractors must be able to mobilize other resources such as mobile fueling station and portable storage tanks within 48 hours of the County's request.
- The County will notify Contractors when resources are no longer needed. All non-mobile resources must be removed from the field within 48 hours of the Agency's request.

Contractors must be able to:

- Be available and return all emergency phone calls 24-7 within one (1) hour of initial notification
- Provide an agency liaison to York County within 24 hours of activation
- Respond to missions tasked by York County immediately and efficiently
- Provide rapid on-site deployment and installation of equipment, structures, and supporting materials when mission-tasked by York County
- Provide real-time asset tracking for all missions using GIS internet-based resource tracking application
- Provide a report annually on capabilities, equipment, sub-contracts, primary personnel, etc.
- Work as part of a unified and collaborative team alongside local, state, and federal agencies, volunteer and non-profit agencies, and other private sector entities in the fulfillment of missions tasked by York County
- Ensure adequate spill prevention, spill response, and personnel trained in these tasks
- Define supply sources (other than pipeline)

- Provide labor in accordance with FEMA reimbursement guidelines
- When activated, provide daily reports by 07:00 am or at the requested time by the agency, to include type and number of resources, fuel on hand of each fuel type, fuel dispensed, in gallons of each type of fuel, number of mission servicing (active), number of transactions (total), number of personnel
- Provide documentation of all transactions including but not limited to the following information:
 - Mission Number (Fuel is being dispensed under)
 - Transaction Number (provided by Vendor)
 - Company / Entity / Agency
 - Employee ID (e.g. business card, badge)
 - Equipment / Vehicle Description with Number
 - License Plate State
 - Location / Address
 - Latitude / Longitude
 - County
 - Time
 - Date
 - Mileage or Hours (Ex. trucks, boats, generators)
 - Type of Fuel
 - Fuel Dispensed, in Gallons
 - Photo of Equipment / Vehicle
 - Photo of Equipment Serial Number / Vehicle License Plate
 - Photo of Employee ID

For each transaction, Contractors must submit a one-page, one sided PDF summary sheet including photos. The PDF summary sheet must be provided to York County with the fuel invoices. Each invoice must include an Excel spreadsheet identifying all transactions and requested information, including links to all photos. The fuel transaction tracking documentation must be provided when invoicing York County.

- Invoices for Fuel Operations must also include:
 - Equipment – Resource Type, Identification Number, Mission(s) Working, Date(s) Working, Location (County)
 - Fuel – Fuel Type, Amount, Transaction Log, Individual Transaction Logs
- Training – Contractor will be required to conduct annual planning and training activities with the county throughout the term of the agreement as needed.

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 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.

Experience of Firm (25% 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 the Scope of Work as presented in this RFP. Provide at least three (3) references the company has performed services for within the past five years that are similar to the requirements described in the Scope of Work.

Proposed Plan/Technical Response (45% of Score):

Offeror to demonstrate their qualifications, competence, emergency response approach and methodology, and capacity to provide services based on the Scope of Work as presented in this RFP. Describe what sets your company apart in terms of your emergency response approach. Also provide a prospective emergency response timeline. The proposal must indicate:

- Project Plan
- Contingency Plan
- Proposer's understanding of the requirements for providing on demand emergency fuel.
- Proposer's implementation plan to be thorough, well organized, and likely to meet the goals and objectives of this task.
- Proposer's plan to include contingency for unforeseen events disrupting the normal supplies of fuel.
- Proposer's approach to management to be collaborative.
- Proposer's access to personnel, equipment, supplies and other resources needed to perform the scope of work.
- Proposer's ability to meet the delivery and service establishment timeframes outlined in Scope of Work of this RFP.

- Proposer's availability to be on standby during hurricane season, June 1st through November 30th, and availability to provide service 24 hours/7 days a week/365 days a year.

Ability & Capability of Key Staff (15% of Score):

Provide an organization chart and summary of team qualifications; along with key response staff pertaining to the contract. Key staff's experience demonstrating current capacity and current expertise in the Scope of Work outlined in this document. Provide education, certifications, or special training of key staff members who would be assigned to the contract. Please identify which staff person will be the designated liaison for emergency response activation.

COST PROPOSAL (15% of Score): (Submitted separately from the proposal) (25%): A separate Cost Proposal PDF must be uploaded under submit response in the GetAll portal. Respondent shall include the total cost as specified in this RFP with itemized detail included herein as COST PROPOSAL FORM. Include project timeline and number of work days. Describe invoicing based on project milestones.

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 as 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 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 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, clearly marked as such. Faxed information is not acceptable. Bids received after specified time and date will be rejected as non-responsive.

If County offices are closed due to inclement weather, the bids shall be opened at the same scheduled hour on the 3rd working day (excluding County observed holidays) after the scheduled bid opening date. In the event that an act of nature occurs preventing a firm to attend a mandatory meeting or submitting a bid on time, the County reserves the right to accept or excuse the firm's tardiness.

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' project approach, qualifications, and project team as outlined in Section 3 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.

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 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 the duration of the assessment.

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 IS 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)

Acknowledgment of Addendum: Addendum 1 ____ Addendum 2 ____ Addendum 3 ____

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. ☐ Individual/sole proprietor or single-member LLC ☐ 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. ☐ 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	
or	
Employer identification number	

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.