



PROCUREMENT DEPARTMENT

Teria G. Sheffield
Procurement Director

SOLICITATION TYPE: Request for Proposals

DATE: 2/26/2026

ID Number: 3031

Title: Software for Contract Management and eProcurement

Due Date/Time: March 25, 2026 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

Point of Contact: Bryant Cook, Procurement Manager

Questions Deadline: March 18, 2026 by 4:00 p.m.

Tentative Date of Council Approval: May 4, 2026

SECTION 1 INTENT

1.1 Information

York County is seeking sealed proposals from qualified firms to provide a turnkey software solution for the implementation, deployment, and ongoing support of a Countywide Contract Management and eProcurement Solution.

1.2 Contract Management Component

The Contract Management component must support contract authoring using customizable templates and clause libraries, facilitate collaborative document editing and redlining, and track versions with full audit history. Approval workflows must be configurable to match the County's delegation of authority and routing requirements. The system must enable execution through secure electronic signature integrations, store contracts in a centralized, searchable repository, and issue automated notifications for key milestones. Additionally, the County requires dashboards and reporting capabilities to support tracking of contract compliance, utilization, and vendor performance.

1.3 eProcurement Component

The eProcurement component must provide tools to support vendor self-registration and qualification, electronic creation/posting of formal solicitations, and secure submission/receipt of bids or proposals. The system must include tools for distributing addenda, facilitating pre-bid Q&A, and automating the evaluation and scoring of vendor responses.

2.0 SPECIFICATIONS AND SCOPE OF WORK

2.1 General Specifications

Offeror's must indicate capabilities to match York County's objectives and specific overall functional and technical requirements by indicating in the Key column of 2.2 and 2.3 below the following:

FUNCTIONAL AND TECHNICAL REQUIREMENTS CHECK LIST

Key*	Description
F	Fully functional, provided "Commercial Off-The-Shelf (COTS)"
CU	Customization (Change to source code required)
CO	Configuration (Setup required with built-in tools and procedures but no change to source code is required.)
AC	In separate module(s) available at Additional Cost
TP	Third-Party (Additional software required to provide Requirement.)
R	Provided with Reporting Tool
NA	Not Available

2.2 FUNCTIONAL REQUIREMENTS

	NOTE: The Offeror must complete this checklist by indicating at what level each requirement can be met. Please respond by entering the appropriate key code next to each requirement. Offerors should use the comments section to further explain how their software meets the requirement.		
Req. No.	Requirement	Key*	Comments
2.2.1	System Overview		
2.2.1.1	Capability to spell check		
2.2.1.2	Capability to have language scan (legal check)		
2.2.1.3	Capability for comment assistant		
2.2.1.4	Capability to report unauthorized attempts to access the system.		
2.2.1.5	Capability to conduct full text search.		
2.2.1.6	Capability to support mobile use.		
2.2.1.7	Capability to provide visual feedback when system is processing a command		
2.2.1.7	Capability to support E-Signature		
2.2.1.8	Access to the system managed by user ID and password authentication		
2.2.1.9	Capability for system provide a session timeout warning message.		
2.2.1.10	Capability to track all actions taken by the user in the audit log.		
2.1.1.11	Capability differentiate between active and disabled users		
2.2.1.12	System 100% web based for all users (SaaS)		
2.2.1.13	What are the supported web browsers and operating systems?		
2.2.1.14	System provides cut and paste options		
2.2.1.15	Capability to customize email notifications		
2.2.1.16	Capability to utilize AI to assist in drafting, etc.		
2.2.2	Reports		
2.2.2.1	Capability for scheduled reports		
2.1.2.2	Capability for Ad-hoc reports		
2.2.2.3	Capability for custom reports		
2.2.2.4	Capability to generate reports with a dashboard interface		
2.2.2.5	Capability of batch printing of reports		
2.2.2.6	Capability to monitor contract performance/survey/email to end users		
2.2.2.7	Ability to export data to various formats i.e. Excel.		

2.2.3	Contract Management		
2.2.3.1	Capability to create, modify, store, and use contract templates such as scope of work and work orders to build contracts, amendments, change orders, and other documents.		
2.2.3.2	Capability to provide version/change control enforcement for all contractual agreements.		
2.2.3.3	Capability to link contract agreements with supplemental or supporting documentation.		
2.2.3.4	Capability to view all supporting documentation associated with contracts.		
2.2.3.5	Capability to capture, track, and measure adherence to service level agreements.		
2.2.3.6	Capability to capture, track, and assign to users, contract related compliance and risk requirements.		
2.2.3.7	Capability to apply status labeling (watermarking) to printed documents to differentiate PROPOSED, DRAFT, and FINAL statuses to contract documents.		
2.2.3.8	Capability of providing role-based security for multiple users simultaneously and allow viewing, editing, and/or downloading of any stored documentation as well as provide segment specific data if deemed confidential or restricted.		
2.2.3.9	Capability to generate notifications for contract milestones (i.e. expirations and renewal dates) and associated documents, (i.e. Certificates of Insurance, Bonds, and applicable licensures).		
2.2.3.10	Capability to track project milestones and provide notifications and updates to internal and external stakeholders via email and system alerts.		
2.2.3.11	Capability of integrating or interfacing with other software applications (i.e. Smartfusion)		
2.2.3.12	Capability of specifying recipients to receive, view, and approve contractual agreements, and for verifying the user's review and approval.		
2.2.3.13	Capability to track contract document history of communications between departments and vendors		
2.2.3.14	Capability of providing a centralized contract repository of active and archived documents for the viewing and downloading by internal and external stakeholders and the general public.		
2.2.4	eProcurement		
2.2.4.1	Supports vendor registration with commodity designation.		
2.2.4.2	Supports ability to notify a registered vendor by system generated email when designated commodity code is assigned to a solicitation.		

2.2.4.3	Supports vendor registration self-service and profile management.		
2.2.4.4	Ability to see which vendors have logged in and viewed a solicitation.		
2.2.4.5	Allows electronic posting and publishing of solicitations (RFP, IFB, RFQ)		
2.2.4.6	Provides secure online bid/proposal submission with access to submissions only after set due date.		
2.2.4.7	Ability to receive and respond to questions through the system for each solicitation.		
2.2.4.8	Allows Evaluation Criteria and weighted scores for each Evaluation Criteria to be set up for RFP's/RFQ's		
2.2.4.9	Allows and Evaluation Committee to be set up with ability for each Committee member to score each proposal received.		
2.2.4.10	Capability of system to calculate the total scores for each proposal based on the individual committee member's scores.		
2.2.4.11	Capability to sort scores highest to lowest, etc...		
2.2.4.12	Ability to send award notices through the system to all responding firms to each solicitation.		
2.2.4.13	Ability to report local vendor participation		
2.2.4.14	Ability to report minority participation		

2.3 TECHNICAL REQUIREMENTS

	NOTE: The Offeror must complete this checklist by indicating at what level each requirement can be met. Please respond by entering the appropriate key code next to each requirement. Offerors should use the comments section to further explain how their software meets the requirement.		
Req. No.	Requirement	Key *	Comments
2.3.1	Security/General Applications		
2.3.1.1	Security capability must exist such that access to all components of the proposed system shall be granted only to authorized users.		
2.3.1.2	Authorized users of the proposed system must be identified by a user ID and password or another means that provides equivalent or better security.		
2.3.1.3	The system admin must be able to establish new users on the system, to remove users from the system, and to set security access rights for users that both restrict/allow access to system capabilities.		

2.3.1.4	The system manager must be able to lock user accounts based on inactivity.		
2.3.1.5	The system manager must be able to restrict access to selected system functions based on user identification.		
2.3.1.6	The security system must maintain an audit trail of staff access to records.		
2.3.1.7	An industry accepted level of encryption must be used for data transmissions.		
2.3.1.8	The proposed system must not transmit user ID's or passwords in clear text.		
2.3.1.9	Application should allow user to logon to the proposed system simultaneously at more than one workstation. Offeror should describe their proposed system's functionality in this arena.		
2.3.1.10	The proposed system should disable a user account if a defined number of unsuccessful logon attempts are made within a defined time period.		
2.3.1.11	Ability to allow users to change their passwords.		
2.3.1.12	Capability of establishing a user account that requires the password be changed the next time the user logs on.		
2.3.1.13	Ability to set rules for password strength. It should restrict users from reusing recent passwords.		
2.3.1.14	Ability to expire user passwords after a set time period.		
2.3.1.15	The password field should require alphanumeric values at a minimum of eight (8) characters long with at least one (1) uppercase letter, one (1) lower case letter, one (1) number and at least one (1) special character.		
2.3.1.16	Ability to limit access to individual system functions and reports to authorized users.		
2.3.1.17	Ability to track (audit) user activity.		
2.3.2	Implementation Requirements		
2.3.2.1	Offeror shall include in the implementation plan the process for loading data into reference tables, such as users, roles, etc.		
2.3.3	Support		
2.3.3.1	Offeror shall provide application availability and technical support on a 24/7 basis.		

2.3.3.2	Offeror must provide application support by phone (toll-free), fax, and e-mail during normal business hours (8:00 A.M. - 5:00 P.M. EST, M-F).		
2.3.3.3	For billable activities, upon completion of any maintenance or support call, the Offeror shall provide the agency with a signed service report that includes, at a minimum: a general statement as to the problem, action taken, and the number of hours required.		
2.3.3.4	Capability to provide a test environment so County users can test new versions of the proposed system without affecting the active environment.		
2.3.4	Mobile		
2.3.4.1	Which mobile OS does your product support?		
2.3.4.2	Is a downloadable native mobile application available to users free of charge?		
2.3.5	SaaS Environment		
2.3.5.1	Are your data centers audited by a third party?		
2.3.5.2	Are Documented Business Continuity and Disaster Recovery plans available?		
2.3.5.3	Is a backup strategy in place?		
2.3.5.4	Is there a standard maintenance schedule?		
2.3.5.5	Capability to monitor system for usage and performance		
2.3.5.6	The product specified in the contract shall be considered ready for testing upon receipt of documentation from the consultant that a successful system audit or diagnostic test was performed at the site demonstrating that the system meets the minimum design/performance requirements.		
2.3.6	Application		
2.3.6.1	Describe any known dependencies on specific versions of any workstation operating system objects and any known incompatibilities between the proposed product and other commonly used workstation software.		
2.3.6.2	Describe the ways in which the proposed product can be configured by individual local users or County IT staff.		
2.3.6.3	Describe how workflow can be configured by authorized users. Workflow elements may include, but are not limited to, report initiation, report validation, report approval and report distribution.		
2.3.6.4	Describe company's policy in regards to the selling of or use of Client's data.		

2.4 Implementation Plan

The Offeror must provide a detailed plan for implementing the proposed system. This information **MUST** include:

- Detailed methodology for implementation. Methodology shall include estimated timeframe, overview of phases and milestones, assumptions, and assumed responsibilities.
- Detailed strategy for data conversion. Indicate the automated tools or programs which may be used to convert data as well as the assumed or estimated breakdown of effort between the implementing consultant and the County's staff.
- Project organization chart showing expectations of County and Offeror.
- The availability of a separate online training site provided during and after implementation.
- Names, titles, resumes, and references of implementers likely to be assigned to this project.
- The role and responsibility of the system and/or implementation consultant in the design and implementation of the training plan (e.g., development of customized training materials, delivering training to County end-users).
- The role and responsibility of County staff in the design and implementation.

2.5 Training Plan

The Offeror must provide a detailed plan for training. This information **MUST** include:

- Overview of proposed training plan/strategy, including options for on-site or off-site training services, for the core project team, end-users, and technology personnel.
- The role and responsibility of the software and/or implementation consultant in the design and implementation of the training plan (e.g., development of customized training materials, delivering training to County end-users).
- The role and responsibility of County staff in the design and implementation of the training plan.
- The knowledge transfer strategy proposed by the software and/or implementation consultant to prepare County staff to maintain the system after it is placed into production.
- Descriptions of Classes/Courses/Webinars and other training activities proposed in the training plan. (The Offeror should specify the unit of measure for its training (e.g., units, classes, days, etc.) and define the hours associated with these units of measure.) The Offeror must be very clear about exactly what training is included in the cost of the proposal.

2.6 Maintenance and Support Program

The proposal must specify the nature of any post-implementation and on-going support provided by the Offeror including:

- Post-implementation support.
 - Telephone support (e.g., include toll-free support hotline, hours of operation, availability of business hours hotline, etc.).
 - Special plans defining "levels" of customer support (e.g., gold, silver, etc.). Define what level of support is being proposed.
 - Response time for and definition of various types (levels of severity) of problems reported to the support network (e.g., critical issue response time).
 - Delivery method of future upgrades and product enhancements, if any, including historical frequency of upgrades by module.
 - Availability of user groups and their geographic areas.

- Problem reporting and resolution procedures.
- Bug fixes and patches.
- All maintenance requirements.
- Current Backup procedures to include time schedule, retention schedule, and stored locations of backups.

2.7 Fully Functioning Production, Testing, And Training Environments

All environments shall be fully operable with active data successfully loaded into the new system from legacy systems.

- All mandatory requirements outlined in the requirements section are met, as well as security and privacy standards provided by York County IT.
- Offeror shall also be required to regularly improve the system with new/enhanced features requested from their customer base.
- Offeror shall have an escalation process to be established for the County to request new features and enhancements.

2.8 Mitigation of Active Contracts

- All active contracts (PDF and other file formats), contract data and contract related documents are migrated by the vendor into the new system using vendor provided bulk import tools or other vendor provided method.
- Data conversion from existing systems including various Access and Excel data sets.
- New system provides efficient access to contract information and reporting across all departments.
- Digital signature platform is successfully integrated with the system, enabling digital signature of documentation.

2.9 User Acceptance Testing (UAT)

- Offeror coordinates with York County IT to develop user acceptance testing criteria and facilitates UAT testing sessions with County staff.
- New system meets the established UAT standards and is approved by York County IT.

2.10 Continuous Improvement

- Offeror to provide a process where the County can propose new features and receive feedback on proposals.
- Offeror to provide a channel by which to escalate issue or problems

2.11 Troubleshooting and technical support

- Offeror will support the software platform, troubleshoot potential errors and bugs, and provide support to the County if technical or process questions arise throughout a stabilization period as specified during the RFP process.
- Offeror will provide customer service and technical support throughout the lifecycle of the project.
- Offeror will deliver ongoing support as defined in a Service Level Agreement.

SECTION 3 INSTRUCTIONS TO OFFERORS

3.1 Submission Format

The Proposal should include the following information divided into sections as indicated below. Failure to submit this information will render your Proposal as ineligible for consideration.

TAB 1: SOFTWARE FUNCTIONALITY/TECHNICAL APPLICATIONS: Describe proposed software product, and provide completed information as referenced in 2.2 and 2.3. **(40% of Score)**

TAB 2. PROGRAM IMPLEMENTATION & TRAINING: Provide a description of the Offeror's approach to providing the services requested in the Scope of Work outlined in sections 2.4 and 2.5, to include deliverables, milestones, and a project schedule. **(10% of Score)**

TAB 3. SOFTWARE MAINTENANCE & SUPPORT/ MIGRATION OF RECORDS: Provide a description of the Offeror's approach to providing the services outlined in section 2.6.

Provide a description of the Offeror's approach to the migration of active contracts and associated documents as defined in section 2.8. **(15% of Score)**

TAB 4. QUALIFICATIONS OF THE FIRM/STAFF: 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 this Request including the number of government installed Contract Management accounts.

Provide at least three (3) references including the name of company and contact information, which the firm has performed services within the past five years that are similar to the requirements of this Request.

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 County and current expertise relating to this Request. Provide education, certifications, or special training of key staff members who would be assigned to the contract. **(25% of Score)**

COST PROPOSAL (one PDF/copy submitted as a separate attachment or in a separate sealed envelope): Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included as attachment. 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. **(10% of Score)**

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

In a sealed envelope/container provide an ORIGINAL, and four (4) complete copies and one (1) electronic version (CD or USB) of Proposal for services defined herein for the term of the contract.

Technical and Cost Proposals shall be submitted together; however, the Cost Proposal shall be in its own separate sealed envelope. DO NOT submit copies of the Cost Proposal.

The response to this solicitation, and other required documents, shall be submitted in a sealed envelope clearly marked with the solicitation title and the name and address of the Offeror. If forwarded by mail or other delivery system, the above mentioned envelope shall be enclosed in another envelope with the notation "PROPOSAL /PROPOSAL ENCLOSED" on the face of it and addressed to the entity and address stated in this solicitation. Proposal/Proposals will be received until the date and hour stated on the cover page of this solicitation.

Proposal Identification (I.D.) Number – The Offeror shall also clearly indicate the Solicitation I.D. Number of this solicitation on the outside of the sealed envelope within which the Proposal is submitted to the York County Procurement Department, Room 3501, 6 South Congress Street, York, SC 29745 or mailed to York County Procurement, PO Box 180, York, SC 29745.

If County offices are closed due to inclement weather, the proposals shall be opened at the same scheduled hour on the 3rd working day (excluding County observed holidays) after the scheduled proposal opening date. In the event that an act of nature occurs preventing a firm to attend a mandatory meeting or submitting a proposal 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 Q and A icon

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:

Software Functionality/ Technical Applications 40%
Implementation and Training 10%
Maintenance and Support/ Data Migration 15%
Qualifications of Firm/Staff: 25%
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 initial three (3) year term shall be from July 1, 2026 through June 30, 2029. After which the contract will be eligible for two (2) additional one (1) year renewals.

Breach or non-performance of any Contract term may 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, the 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.

Cost Proposal

Company Name: _____

Cost Categories	Cost	Explanation/Notes Attach additional sheets, if necessary
Contract Management Software Module Cost (including Year 1 Maintenance)	\$	
eProcurement Software Module Cost (including Year 1 Maintenance)		
Implementation Services (installation, testing)	\$	
Miscellaneous Costs (must specify task and fees)	\$	
	\$	
	\$	
Total Initial Cost	\$	

<u>Software Annual Maintenance and Support Agreement</u>		Explanation/Notes Attach additional sheets, if necessary
Year 2 Annual Maintenance and Support	\$	
Year 3 Annual Maintenance and Support	\$	
Year 4 Annual Maintenance and Support	\$	
Year 5 Annual Maintenance and Support	\$	

Grand Total 5 Year Cost

(Total Initial Cost + Total 5 years Annual Maintenance) _____

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. ☐ 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.