

REQUEST FOR PROPOSALS

Date: January 6, 2017

Proposal # 2414/2-2-17

Sealed proposals will be accepted for [Stormwater Utility District Feasibility Study](#); subject to all conditions, and provisions, etc., set forth herein and attached. Proposals will be received in the Purchasing Office, Room 114, Agricultural Building, 6 South Congress Street, York, SC 29745 until [11:00 A.M.E.S.T. on Thursday, February 2, 2017](#). Proposals will then be publicly opened in Room 110, Agricultural Building, 6 South Congress Street, York, SC 29745 by the Purchasing Director.

COUNTY OF YORK



Teria G. Sheffield
Purchasing Director

SPECIAL CONDITIONS

When applicable; Proposals shall be submitted on this form. Proposals made otherwise will be subject to rejection. The above **Proposal #** shall be shown on front of the envelope in which this Proposal is submitted. York County assumes no responsibility for unmarked envelopes being considered for award. Authorized company representative is required to sign in ink on the second page in the space provided. Electronic signatures are not acceptable. **Proposals not signed will automatically be rejected.** It is requested that completed Proposals be either typewritten or handwritten in black ink only. **Facsimiles or electronic response are not acceptable.** 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 bid on time, the County reserves the right to accept or excuse the firms tardiness. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

INSTRUCTIONS TO PROPOSERS

1. **Submit one (1) signed original, six (6) signed copies.**
2. Proposals, amendments thereto or withdrawal requests received after the time advertised for Proposal opening will be void regardless of when they were mailed.
3. Quote prices on units specified with packing included.
4. Attach complete specifications for any permitted substitutions offered or when amplification is desirable or necessary.
5. If specifications or description papers are submitted with Proposals, enter Offeror's name thereon.
6. If the article Proposal upon has a trade name or brand, show same in the Proposal.
7. When required, furnish samples, free of expense, prior to the opening of Proposals.
8. Show delivery time required after order is received (if applicable).
9. Address and mark Proposals as indicated in the notice.

CONDITIONS

1. The County reserves the right to reject any and all Proposals, and to waive all technicalities.
 2. Unit prices will govern over extended prices, unless otherwise stated in notice.
 3. Time in connection with discount offered, will be computed from date of delivery of commodities to carrier, when inspection and acceptance is at point of origin; or date of delivery at destination; or if laboratory inspection is made part of the Proposal, from date of laboratory report.
 4. In case of default of contractor, the County reserves the right to purchase any or all items in default in open market, charging contractor with any excessive costs. **SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS NOR THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.**
 5. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated, given or referred to.
 6. Prices bid must be based upon payment in thirty days. Discounts for payment in less than thirty days will not be considered in making award.
 7. The right is reserved in case tie Proposals are received to make award as considered to be most advantageous to the County.
 8. The right is reserved to reject any Proposal in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.
 9. Unless otherwise indicated by the Procurement Director, prices must be firm.
 10. The successful bidder shall indemnify and save harmless the County of York and all County officials, agents and employees, from all suits or claims of any character brought by reason of infringing on any patent trade mark or copyright.
 11. Proposer must guarantee price for a period of not less than 90 days.
-

DATE

FEDERAL ID TAX NUMBER

COMPANY NAME

AUTHORIZED SIGNATURE

COMPANY ADDRESS

PRINT OR TYPE NAME ABOVE

CITY, STATE, ZIP+4

Definitions of categories as related to your firm
Please check one

COMPANY TELEPHONE NUMBER

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

COMPANY FAX # (IF APPLICABLE)

EMAIL ADDRESS

SC SALES TAX #

1.0 INTENT

1.1 York County is seeking Proposals from qualified Contractors for a feasibility study for a stormwater utility district.

1.2 Responses to this RFP will be used to determine the relative qualifications of various firms to perform the scope of work and tasks specified. The County is seeking a proposing team with demonstrated expertise that meets the requirements of this RFP. It is anticipated that an agreement for services will be negotiated and executed between York County and the firm who is determined to best meet the needs of the County. All firms with an interest in working with York County are encouraged to review the County's website (www.yorkcountygov.com) for additional information.

2.0 GENERAL TERMS AND CONDITIONS

2.1 This request contains, in general terms, the overall objectives of York County in obtaining the services indicated herein. While an attempt is made to describe the general expectations of the County and the anticipated work to be performed, the County and the successful Offeror will need to define a more specific scope of work and fee schedule as part of a negotiation process. If it becomes necessary to revise any part of this request, written amendments will be provided in an addendum form to all potential proposing firms. 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. 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/purchasing and will be mailed or sent by available means to all known prospective Offerors prior to the established Proposal opening date. Each Offeror shall 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. Questions received less than five (5) days prior to the date for opening of Proposals may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

2.2 York County is seeking responses only from firms or individuals with demonstrated expertise in the services mentioned in this RFP.

2.3 Each Offeror providing a response for consideration by the County is responsible for obtaining information on the conditions and restrictions involved in meeting the obligations and providing the services as set forth in this RFP. The failure or omission of an Offeror to obtain adequate information will in no way relieve the Offeror of any obligation with respect to this RFP or to an associated contract.

2.4 York County reserves the right to retain all Proposals submitted. Submission of Proposal indicates acceptance by the Offerors of the conditions contained in this Request for Proposal, unless clearly and specifically noted in the Proposal submitted and confirmed in any resulting contract between York County and the Offeror selected.

2.5 In submitting a properly signed Proposal, the firm accepts all of the terms and conditions contained in this request. Submitted Proposals shall remain open and if applicable, prices quoted shall be honored for a minimum of ninety (90) days after the day of the RFP opening.

2.6 The successful firm shall have the full and sole responsibility for performing all services as finally agreed upon and accepted by the County. In the event the firm fails to deliver /or perform any proposed services within the specified schedule, the County reserves the right to cancel the Contract

and secure other means of providing services and deduct all costs thereof from any payment due the firm.

2.7 To ensure the integrity of the competitive process, all Offerors shall avoid contacting any public officials or department(s) other than the person(s) listed in this document either directly or indirectly.

2.8 There is no expressed or implied obligation for York County or its agents to reimburse responding firms for any expenses incurred in preparing Proposals in response to this request.

3.0 BACKGROUND

York County, South Carolina (County) is located in the Piedmont region of South Carolina and is bordered by Lancaster, Chester, Union, and Cherokee counties in South Carolina, and Gaston, Cleveland, and Mecklenburg counties in North Carolina. There are nine incorporated towns or cities in the County: Rock Hill, Tega Cay, Fort Mill, Sharon, McConnells, Hickory Grove, Clover, York, and Smyrna. The total County area is 696 square miles, and the County is bordered by the Broad River on the west, the Catawba River on the east, and Lake Wylie to the north.

The County is a small Municipal Separate Storm Sewer System (MS4) community under the National Pollutant Discharge Elimination System (NPDES) program. The County, therefore, has a storm water management program, which addresses the six minimum measures required by law. Rock Hill, Fort Mill, and Tega Cay are also classified as Small MS4s, and they have their own comprehensive stormwater management program. The County has an environmental compliance division that is tasked with enforcing the County's stormwater ordinances and implementing the six minimum measures. The environmental compliance division is part of the Planning and Development Services Department (Planning). The County's stormwater infrastructure system includes drainage structures, stormwater mains, streams, ditches, and culverts. The County maintains all the inlets, catch basins, driveway culverts, roadside ditches, detention ponds (six public), and approximately 118 miles of storm sewer pipes. The annual expense to maintain this system is estimated to be \$344,000.

As a small MS4 operator, the County is now maintaining and repairing permanent BMPs that are located within the County rights-of-way or on County owned property. Additionally, the County, at times, is called upon to repair permanent private BMPs due to dissolved homeowners associations, disputes over ownership, and public safety concerns. The County has no designated funding source to pay for the costs associated with maintaining these BMPs, and costs are paid for from the County's general fund. Planning is primarily responsible for monitoring and identifying repairs needed to these facilities, and the County's Public Works Department is primarily responsible for performing maintenance and repairs.

Rock Hill, Fort Mill, and Tega Cay have stormwater utility districts, and they are able to collect monthly/annual fees to help offset the cost of maintaining their stormwater infrastructure. The County is seeking to evaluate the feasibility of forming a stormwater utility district, similar to these municipalities.

4.0 COMMENTS

4.1 Comments from offerors related to how future RFP documents, and/or specifications can be improved are welcome. Offerors requesting clarification, interpretation of, or improvements to the general terms, conditions, and specifications can make an email request to bryant.cook@yorkcountygov.com

4.2 Firms interested in doing business with York County, can register their firm on the Purchasing Department's homepage. Prospective Bidders can also access, view, and print current bid/proposal documents on the homepage as follows: www.yorkcountygov.com/purchasing

5.0 SCOPE OF WORK

The selected firm will prepare a study to determine the feasibility of the County establishing a District. As the County continues to develop and the requirements for complying with the provisions of the Clean Water Act (CWA) become more stringent, the County is faced with complying with these requirements and maintaining stormwater-related infrastructure with limited financial resources. A District would allow the County to collect revenue to help maintain stormwater-related infrastructure and implement and comply with the County's NPDES permit requirements. Since a District would involve the establishment of a new fee, the County needs to understand the costs versus benefits of establishing a District and determine the potential community support for such a District.

The final deliverable will be a Feasibility Study that addresses the following topics.

A. Stormwater Program Issues and Priorities

1. Assessment of current issues and needs
2. Identifying program priorities (flooding, complaint driven, public safety)
3. Institutional, organizational, and management options
Projected stormwater program (Water Quality; Erosion Control; Outreach; Construction section; Capital improvements; Maintenance Repair/Replace)
4. Community support assessment

This task is dedicated to analyzing the current conditions of the County's stormwater management program and recommending changes to the program if a District is implemented. The Consultant will conduct an assessment of the County's current handling of stormwater infrastructure maintenance for public facilities, enforcement of post-construction maintenance requirements for private stormwater facilities, compliance with NPDES permit requirements, and identify future needs/demands based on the County's growth patterns.

The Consultant will also analyze the County's organizational structure and provide a recommendation as to which Department the District should be located, who should manage the District, and initial staffing needs to implement and begin operating the District.

Lastly, the County is seeking to identify the level of support in the community for a District. The Consultant will provide such an assessment based on an acceptable methodology, e.g., community on-line survey, public meeting(s), etc.

B. Financing

1. Analyze funding feasibility
2. Billing options
3. Rate structure analysis
4. Cost of service analysis
5. Budget and cash flow analysis and conceptual rate study
6. Credit policy options

This task is dedicated to providing information and recommendations regarding financing and analyzing anticipated revenue versus anticipated costs to maintain the County's stormwater infrastructure and manage a District. For this task, the Consultant shall provide an analysis of various billing options, including but not limited to frequency (annual, monthly, quarterly), and method, e.g., placed on tax bills, include with water and sewer bills, separate bill. The Consultant

will also need to identify the basis for the proposed rate structure for the District, e.g., impervious surface, lot size, commercial versus residential. The rate structure should include an analysis of providing a credit for properties that utilize non-structural BMPs and/or low impact development practices. Finally, this task shall include an analysis of the current and future costs to maintain the County's stormwater infrastructure and complying with NPDES permit requirements, and an analysis of the annual costs to operate the District. Projected costs should be for a minimum of five years.

C. Implementation Policy and Procedure

1. Policy decision making
2. Financial management policies and procedures
3. Cash flow projections

This task is dedicated to identifying recommended policies and procedures if a District is implemented. Potential policies include: collections/failure to pay penalties; charging property owner or tenant; hardship waivers; apply the District to the entire County or only properties located within MS4 boundary. Cash flow projections should also be included in this task, and identify projected year when the District would become self-sustaining.

6.0 SUBMITTAL REQUIREMENTS

6.1 In a sealed envelope/container provide an **ORIGINAL, and six (6) complete copies and one (1) electronic version (CD or USB)** of Proposal for services defined herein for the term of the contract.

The following information must be tabbed to identify the required information. Failure to submit this information will render your Proposal non-responsive.

TAB 1: TECHNICAL APPROACH: Provide a description of the Proposer's approach to the project, to include startup procedures/requirements, methodology, operations and management of billing/invoices reporting procedures to the County. Provide a copy of Proposer's schedule of services. Provide information on the managing of data collected during the contract and the systems and reporting capabilities.

TAB 2: QUALIFICATIONS OF THE FIRM: Provide a description and history of the firm along with information related to previous experience of providing services similar in nature, size and scope to those outlined in section 5.0 of this document. Provide at least three (3) references for which the firm has performed services within the past five years that are similar to the requirements in the Scope of Services outlined in section 5.0 of this document.

TAB 3: QUALIFICATIONS OF STAFF: Provide an organization chart, resumes, and summary of staff qualifications; along with key project staff pertaining to the contract. Key staff's experience demonstrating current capacity and current expertise in the scope of work outlined in section 5.0 of this document. Provide education, certifications, or special training of key staff members who would be assigned to the contract.

TAB 4: COST PROPOSAL: Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein. 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.

Cost of Services

Description	Cost
additional fees	
TOTAL COST	

Vendors Signature: _____

6.2 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 Purchasing Office, Room 114, located at 6 S. Congress St., York, S.C. 29745 and must include one (1) original, clearly marked as such, and six (6) copies and one (1) electronic version (CD or USB) of the firm’s Qualifications and Proposal. **Faxed information is not acceptable.** Proposals received after specified time and date will be rejected as non-responsive.

7.0 EVALUATION OF PROPOSALS

7.1 The Offerors 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.

7.2 The Offerors’ past performance, personnel experience/project team, experience in the services outlined in section 5.0, in addition to the merits of the Proposal and costs are the general Evaluation Criteria. These criteria are clarified in more detail in section 8.0.

7.3 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.

8.0 EVALUATION CRITERIA

Suitability: The suitability of the Offeror’s proposed services to meet the York County’s requirements and needs– 30%

Organizational Qualifications: Offeror's experience in providing services as requested in the specifications outlined in section 5.0 of this document – 25%

Key Personnel: Individuals representing Offeror's organization who will be assigned to the contract along with credentials and roles of those individuals– 25%

Price and Cost Containment: Offeror's pricing strategy and Proposal for containment of future costs-20%

9.0 PREPARATION OF PROPOSALS

A. All Proposals should be complete and carefully worded and must convey ALL information requested by York County. If errors are found in the Offeror's Proposal, or if the Proposal fails to conform to the requirements of this solicitation, York County will be the sole judge as to whether that variance is significant enough to reject the Offer.

B. Proposal should be prepared simply and economically. All data, materials and documentation shall be available in a clear, concise form. If additional information is required, Offerors 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.

C. All Proposals shall provide a straight-forward, concise description of Offeror's ability to satisfy the requirements of this Solicitation.

D. Each copy of the Proposal should be BOUND in a single volume. All documentation submitted with the Proposal should be bound in that single volume and not stapled, paper clipped or other similar means.

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

F. Proposal 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 an Offer.

10.0 INQUIRIES: Inquiries regarding interpretation or additional information concerning the County's requirements and/or stipulations concerning this request can be made via email as listed below:

10.1 Questions regarding the Scope of Work can be made to:

Bryant Cook

Purchasing Manager

Bryant.cook@yorkcountygov.com

11.0 SUMMARY

11.1 A contract may be awarded to the most responsible and/or responsive firm whose Proposal best meets the requirements and criteria set forth in this request and is most advantageous to the County. Consequently, lowest price is not determinative of award; however, in order to be considered, the proposing firm shall demonstrate compliance with the requirements and specifications set out in this RFP and must be able to perform the tasks in accordance with the standards contained herein. The successful firm shall have the full and sole responsibility of providing all of the proposed services as finally agreed upon and accepted by the County.

12.0 PRESENTATIONS

12.1 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.

13.0 GENERAL REQUIREMENTS

13.1 All Proposers including the employees of the Proposer 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 Proposer to not discriminate on the basis of race, color, creed, religion, handicap, or national origin in their employment practices.

13.2 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 Consultants 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) on this project.

13.3 DISADVANTAGED BUSINESS ENTERPRISES: It is the policy of York County that Disadvantaged Business Enterprises (DBEs) and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, York County will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise is discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.

13.4 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.

13.5 PROHIBITION OF GRATUITIES: Neither the firm, nor any person, firm or corporation employed by the firm in the performance of this request, shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any York County employee at any time.

13.6 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.

13.6.1 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.

13.7 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.

13.8 SC LAW CLAUSE: 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.

13.9 CERTIFICATE OF INSURANCE: Once selected, the successful firm will be required to provide proof of insurance to include professional liability; workers compensation, employer's liability and general liability on an appropriate Accord form (Accord 25) prior to commencing work.

13.9.1 The firm must procure and maintain, for the duration of this project, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Proposer, his/her agents, representatives, employees or subcontractors. York County requires Certificates of Insurance from Proposers doing business with the county within ten (10) working days from notice of award. York County shall be named as "Additional Insured" on all Certificates of Insurance except Workers Compensation.

- General Liability: \$500,000 combined single limit per occurrence for bodily injury, personal injury and property damage,
- Workers Compensation: Coverage's as required by the laws of the State of South Carolina,
- Automobile Liability: \$500,000 combined single limit per occurrence,
- Employers Liability: \$100,000 Bodily by Accident, \$500,000 Bodily Injury by Disease, \$100,000 Bodily Injury by Disease Each Employee.
- Professional Liability: \$2,000,000 per occurrence

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

13.11 OWNERSHIP OF MATERIAL: All Proposals and supporting materials (including all data, material, and documentation) originated and prepared for York County pursuant to this Request for Proposal and including correspondences relating to this Request for Proposal shall, belong exclusively to York County.

13.14 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 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 shall attach an explanation to this solicitation.

13.16 PUBLIC ACCESS TO PROCUREMENT INFORMATION: Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this RFP 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 qualifications package as confidential. Failure to do so or to mark the entire Proposal package as confidential may result in disclosure of that information

13.17 TERMINATION

13.17.1 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.

13.17.2 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 shall negotiate reasonable termination costs, if applicable.

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

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

13.18 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.

14.0 NON-COLLUSIVE CERTIFICATION

14.1 The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Offerors, and that the contents of this Proposal as to prices, terms and conditions of offer have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFP.

Vendor: _____

Street Address: _____

City, State, Zip _____

Phone: _____ Fax: _____

Signature: _____

(Print Name): _____

Position with Company: _____

Signature of Company Officer: _____

Company Officer Printed Name: _____

Title: _____

15.0 ACKNOWLEDGEMENT OF ADDENDA

Offeror hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Company _____

Authorized Signature _____

Print Name _____

Email Address _____

(Please print clearly) **Please submit one (1) signed original, six (6) copies**

**CERTIFICATION REGARDING
IMMIGRATION REFORM & CONTROL**

All Proposers 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 Proposer as well as any sub-consultants. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Proposer hereby certifies without exception that Proposer 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 York County's option, may subject the contract to termination and any applicable damages.

The Proposer certifies that, should it be awarded a contract by the County, the Proposer 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 Proposer pursuant to this contract. The Proposer further certifies that it will remain in compliance throughout the term of the contract.

At the County's request, the Proposer is expected to produce to the County any documentation or other such evidence to verify the Proposer's compliance with any provision, duty, certification, or the like under the contract.

The Proposer agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

Signature and Title of Proposer

IMPORTANT

- 1. READ ALL RFP INSTRUCTIONS!**
- 2. SIGN AND RETURN THE ORIGINAL RFP COVER SHEET! PROPOSALS NOT SIGNED WILL BE AUTOMATICALLY REJECTED.**
- 3. LATE PROPOSALS WILL NOT BE ACCEPTED! PROPOSALS MUST BE RECEIVED ON OR BEFORE THE DESIGNATED OPENING DATE AND TIME.**
- 4. PROSPECTIVE BIDDERS, OR VENDORS INTERESTED IN DOING BUSINESS WITH YORK COUNTY,** CAN REGISTER THEIR FIRM ON THE PURCHASING DEPARTMENT'S HOMEPAGE BY ACCESSING WWW.YORKCOUNTYGOV.COM/PURCHASING. PROSPECTIVE BIDDERS AND VENDORS CAN ALSO ACCESS, VIEW, AND PRINT CURRENT BID DOCUMENTS ON THE HOMEPAGE.
- 5. VENDORS ARE RESPONSIBLE FOR KEEPING THEIR COMPANY INFORMATION UPDATED. IF YOU DO NOT KNOW IF YOUR COMPANY IS REGISTERED OR IF YOU FORGOT YOUR USER NAME/PASSWORD YOU MAY CALL THE PURCHASING OFFICE FOR ASSISTANCE AT 803-684-8520.**