



YORK COUNTY GOVERNMENT

PURCHASING DEPARTMENT

PO Box 180, 6 South Congress Street
York, South Carolina 29745-0180
(803) 684-8520

www.yorkcountygov.com/purchasing

REQUEST FOR QUALIFICATIONS

Date: December 28, 2016

Proposal ID # 2412/1-27-17

Sealed proposals from qualified firms to provide consulting services associated with the design and construction administrative services of four separate water main extensions located in the Eastern York County Water Distribution System for the purpose to provide "loop connections" and improved flow. Proposals are subject to all the conditions, and provisions, etc., set forth herein and attached. Proposals will be received in the Purchasing Office, Agricultural Building, Room 114, 6 S. Congress St, York, SC 29745 until 11:00 A.M.E.S.T. on Friday, January 27, 2017. Proposals will then be publicly opened in Room 136, Agricultural Building, 6 South Congress Street, York, SC 29745 by the Purchasing Director.

COUNTY OF YORK


Teria G. Sheffield
Purchasing Director

SPECIAL CONDITIONS

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 be automatically rejected.** It is requested that completed proposals be typewritten. **Facsimiles or electronic responses are not acceptable.** If County offices are closed due to inclement weather, the proposals shall be accepted at the same scheduled hour on the 3rd working day (excluding County observed holidays) after the scheduled proposal receipt 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 OFFERORS

1. **Submit one (1) each signed original and six (6) duplicate copies, and one (1) digital copy in PDF format of the proposal.**
2. Qualifications, amendments thereto or withdrawal requests received after the time advertised for qualification receipt will be void regardless of when they were mailed.
3. Address and mark request as indicated in the notice.

CONDITIONS

1. The County reserves the right to reject any and all requests, and to waive all technicalities.
2. The right is reserved to make award as considered to be the most advantageous to the County.
3. The successful proposer shall indemnify and save harmless the County of York and all County officials, agent, and employees from all suits or claims of any character brought by reason of infringing on any patent trade mark, or copyright.

QUALIFICATONS

In compliance with the request for qualification, and subject to all conditions thereof, the undersigned confirms that all information contained in the request is true to the best of their knowledge.

DATE

FEDERAL ID 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
- _____ Caucasian Female
- _____ African American Female
- _____ Aleut
- _____ Eskimo
- _____ East Indian
- _____ Hispanic American
- _____ Native American
- _____ Asian
- _____ Other

COMPANY FAX NO. (IF APPLICABLE)

EMAIL ADDRESS

S. C. SALES TAX NO. (IF APPLICABLE)

THIS PAGE MUST BE COMPLETED AND RETURNED WITH RESPONSE

**REQUEST FOR QUALIFICATIONS
WATER MAIN EXTENSIONS TO YORK COUNTY'S
EASTERN WATER DISTRIBUTION SYSTEM
CONSULTING SERVICES**

1.0 INTENT:

1.1 The objective of this Request for Qualifications (RFQ) is to solicit interest and credentials from qualified firms, or individuals, licensed in the State of South Carolina to provide professional services related to design, bid and construction of water main extensions in the County's eastern distribution system.

1.2 Responses to this RFQ 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 in engineering that meets the requirements of this RFQ. It is anticipated that an agreement for professional services will be negotiated and executed between York County and the firm who is determined to best meet the needs of the County for this project. 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 INFORMATION

2.1 This request contains, in general terms, the overall objectives of York County in obtaining the professional 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 The Purchasing Department is seeking responses only from firms with demonstrated expertise in professional engineering services.

2.3 Each Offeror providing a response (in the form of qualifications) 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 RFQ. The failure or omission of a vendor to obtain adequate information will in no way relieve the Offeror of any obligation with respect to this RFQ or to an associated contract.

2.4 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 and deduct all costs thereof from any payment due the firm.

2.5 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.

3.0 PROJECT BACKGROUND

York County (the County) operates and maintains a public water system which provides potable water service to County residents. The water system consists of both an eastern and western distribution system, separated by Lake Wylie and the Catawba River. Water supplying both distribution systems is provided by the City of Rock Hill, who withdraws raw water from Lake Wylie, provides treatment, and conveys potable water to the County's two distribution systems.

The Eastern Water System Service Area covers an area of 27 square miles and consists of over 125 miles of waterlines ranging from 2" to 24".

Four locations have been identified for water main extensions:

1. Flint Hill Road
2. AO Jones Blvd
3. Pleasant Road
4. York Southern Road

All four Projects total approximately 9,000 linear feet of proposed water main extensions.

4.0 SCOPE OF WORK

Scope of services shall consist of the following:

a. The Consultant shall provide design, permitting and bid phase services for four independent Water Main Extension Projects located in the York County Eastern Water Service Area. These services will include, but not limited to the following:

- Preparation of bid documents (i.e., design plans and specifications meeting all York County specifications and SCDHEC regulations) for four (4) Water Main Extension Projects.

- Approvals and permits to complete construction, and;
- Preparation of a detailed construction cost estimate for each project.

b. The Consultant shall provide construction administrative services for four (4) Water Main Extension Projects. These services will include, but not limited to the following:

- Provide a construction phase plan to include inspections and testing;
- Perform construction progress inspections, including inspections for substantial and final completion of the project;
- Oversee testing and prepare the necessary certification(s) to place water mains in operation;
- Review and recommend contractor pay requests;
- Review and recommend construction contract Change Orders, and;
- Prepare three sets of “Record Drawings” including one digital copy.

c. Additional services as determined by York County for up to two (2) additional Water Main Extension Projects not identified yet. These services will include, but not limited to, the scope 4a and 4b above

5.0 GENERAL TERMS AND CONDITIONS

5.1 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 proposer to not discriminate on the basis of race, color, creed, religion, handicap, or national origin in their employment practices.

5.2 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.

5.3 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.

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 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.

5.6 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.

5.6.1 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.

5.7 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.

5.8 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 himself 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.

5.9 SC SALES TAX: York County is not tax exempt; therefore tax must be paid on all applicable purchases.

5.10 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.

5.10.1 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 proposer's 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

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

5.12 OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for York County pursuant to this contract shall belong exclusively to York County.

5.13 PRIME CONSULTANT RESPONSIBILITIES: The Consultant will be required to assume sole responsibility for the complete effort as required by this RFQ. York County will consider the Consultant to be the sole point of contact with regard to contractual matters.

5.14 SUBCONSULTING: If any part of the work covered by this RFQ is to be subcontracted, the Consultant shall identify the subcontracting organization and the contractual arrangements made therewith. All sub consultants must be approved by York County. The successful Consultant will also furnish the corporate or company name.

5.15 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION: The Consultant 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 Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid.

5.16 RECORDS RETENTION & RIGHT TO AUDIT: The County shall have the right to audit books and records of the Consultant 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 Consultant. The County may conduct, or have conducted, audits of specific requirements of this solicitation as determined necessary by the County.

Pertaining to all audits, Consultant 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 Consultant shall be made available for auditing purposes at no cost to the County.

5.17 PUBLIC ACCESS TO PROCUREMENT INFORMATION: Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this RFQ 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 qualifications 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 qualifications 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 qualification package as confidential may result in disclosure of that information.

5.18 TERMINATION

5.18.1 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.

5.18.2 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.

5.18.3 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.

5.18.4 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.

5.19 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.

6.0 SUBMITTAL REQUIREMENTS

6.1 All proposals and supporting materials shall be enclosed in a sealed envelope properly marked with the proposal number on the front of the envelope. One (1) original, six (6) signed copies, and one (1) USB flash drive in a PDF format of the firm's proposal should be submitted. Facsimile responses will not be accepted. All proposals shall be valid for a period of ninety (90) days after opening. Firms shall be prepared to meet with County staff to discuss any portion of their proposal before a decision is made concerning responses associated or incurred in preparing or responding to this request. The original proposal package shall be clearly identified. All submitted responses will be retained as property of the County and will not be returned.

6.2 Proposals and supplemental information should be limited to no more than twenty (20) pages of material (front and back print is allowed) or a maximum of 40 sheets (one sided print). The Proposal package shall consist of:

7.0 PROPOSAL FORMAT

The Firm shall prepare a response to all of the following requests for information. Each section should begin on a separate sheet.

SECTION 1: Signatory / Information Sheets

A. Cover Letter

A maximum one (1) page, dated Cover Letter, including the legal name of the Offeror, address, telephone and facsimile numbers, shall be provided that contains a summary of the Offeror's ability to perform the services requested in this proposal and confirm that the Offeror is willing to perform those services and enter into a contract with York County. The letter shall be signed by a person having the authority to commit the Offeror to a contract.

B. Table of Contents

Proposals shall include a table of contents and corresponding page numbers. Pages should be consecutively numbered in the right hand corner and each page shall have a footer indicating the name of the Offeror. A Table of Contents of the material contained in the proposal must follow the Cover Letter.

C. Signatory Sheet

D. Minority Business Enterprise

Are you a Minority Business Enterprise?

Yes ____ or No ____

If applicable, include a copy of your Minority Business Enterprise certification.

SECTION 2: Introduction

Provide an executive summary highlighting the major points of the submittal (one page maximum).

SECTION 3: Evaluation Factors

A. Firm's Experience & Creativity:

1. Demonstrated experience with similar projects involving public and/or private clients of similar size and organization.
2. Firm's ability to successfully complete all requirements as specified in this Request for Qualifications.
3. Demonstrated understanding of the project and abilities of the firm to

successfully complete the expected scope of work on schedule and within budget.

B. Firm's Performance, Past and Current:

1. Indicate any similar services performed for public and/or private clients in the past five (5) years. For any project listed please provide the following:
 - a) Project Name
 - b) Owner Point of Contact
 - c) Project Manager
 - d) Budget (\$)

C. Ability & Capability of Key Staff:

1. Organization Chart: Provide an organizational chart of all personnel and/or consultants to be used on task and their qualifications
2. Qualifications of Offeror: The consultant shall identify the project team and any other key personnel involved in this project, including sub-consultants and co-proposers. A brief resume for each person listing specific qualifications applicable to experience, education, and any other pertinent information, shall be included in the response. After award, any changes in members of the team will require advance approval by the County.
3. Work Plan/Approach: The "Work Plan" shall describe in detail the specific methods, tasks and activities proposed to be undertaken. Any anticipated theoretical or practical problems associated with the completion of each requirement should be discussed. Solutions, alternatives, or contingency plans related to these problems should also be proposed if appropriate. Additionally, the Work Plan should include task initiation and completion schedules.

D. Accessibility:

1. Accessibility of firm (including sub consultants) to York County's Office complex in York, South Carolina. Provide address of the office that will be undertaking this work should your firm be selected.

E. Current/Projected Workload:

1. Firm's current workload and time frames for completion.
2. Firm's pending contracts and potential time frames for completion.
3. Demonstrated commitment to York County of key project personnel.

8.0 SELECTION CRITERIA AND PROCESS

8.1 Responses will be considered based upon the documented qualifications, applicable experience of the firms proposing, past work history and commitment to help York County complete the project within the specified schedule and/or budget. It is

anticipated that the successful firm and the County will work together to develop a more detailed scope of work including specific project goals and schedule milestones.

8.2 The evaluation may include discussions with all or some of the firms providing responses. Interviews for the selection process are not anticipated, but may be necessary. The County reserves the right to obtain clarification of any point in a firm's proposal or to obtain additional information and may include interviews with selected short-listed firms/teams.

8.3 Documents submitted will be reviewed and evaluated by a committee chosen by York County; and the committee may include non-allied and independent consultants retained by York County now and/or in the future. Responses will be evaluated and reviewed by County staff for recommendation and final selection by the York County Council. Evaluation of proposals will be based on items listed in 7.0 Proposal Format of this RFQ.

8.4 All responses must refer to each section of this document by number and address compliance and/or exceptions to that section. York County reserves the right to disqualify any firm which does not follow such a format. Additional general narrative is welcome, but only in addition to your specific response.

8.5 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.

9.0 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:

9.1 Questions can be made via email as listed:

Bryant Cook
Purchasing Manager
Email: bryant.cook@yorkcountygov.com

10.0 ACCEPTANCE OR REJECTION OF SUBMITTALS

10.1 York County reserves the right to reject any or all submittals when such rejection is in the best interest of York County; to reject submittals of a Firm who has previously failed to perform properly or, in the opinion of York County, the Firm is not in a position to perform adequately in completing the deliverables.

10.2 York County reserves the right to reject any or all proposals, any part or parts of a proposal, waive any technicalities, and award any portion of or the entire contract in a manner that is in the best interest of the York County.

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 RFQ 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 NON-COLLUSIVE CERTIFICATION

12.1 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 RFQ.

Vendor: _____

Street Address: _____

City, State, Zip _____

Phone: _____ Fax: _____

Signature: _____

(Print Name): _____

Position with Company: _____

Signature of Company Officer: _____

Company Officer Printed Name: _____

Title: _____

13.0

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, and one (1) USB flash drive in PDF format of the submittal.

**CERTIFICATION REGARDING
IMMIGRATION REFORM & CONTROL**

All Consultants 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 Consultant as well as any sub-consultant. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Consultant hereby certifies without exception that Consultant 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 Consultant certifies that, should it be awarded a contract by the County, the Consultant 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 Consultant pursuant to this contract. The Consultant further certifies that it will remain in compliance throughout the term of the contract.

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

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

Signature, Title of Consultant

IMPORTANT

1. **READ ALL RFQ INSTRUCTIONS!**
2. **SIGN AND RETURN THE ORIGINAL RFQ COVER SHEET! RFQ'S NOT SIGNED WILL BE AUTOMATICALLY REJECTED.**
3. **LATE RFQ'S WILL NOT BE ACCEPTED! RFQ'S 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.**