



## PROCUREMENT DEPARTMENT

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Teria G. Sheffield  
Procurement Director

**SOLICITATION TYPE:** Request for Proposals

**DATE:** March 18, 2021

**ID Number:** 2742

**Title:** Water Quality Testing

**Due Date/Time:** Thursday, April 15, 2021 at 11:00 a.m.

**LATE SUBMITTALS WILL NOT BE ACCEPTED**

**Mail or Deliver To:**

York County Procurement  
PO Box 180  
Government Center Building, Room 3501  
6 S. Congress St., York, SC 29745

**Opening Location:**

Government Center Building  
Room 3801  
6 S. Congress St., York, SC 29745

**Pre-Solicitation Conference:** N/A

**Point of Contact:** Bryant Cook, Procurement Manager  
Email: [procurement@yorkcountygov.com](mailto:procurement@yorkcountygov.com)

**Additional Documents available from:** N/A

**Questions Deadline:** No later than Thursday, April 8, 2021 at 5:00 p.m.  
Email: [procurement@yorkcountygov.com](mailto:procurement@yorkcountygov.com)

**Submittals required:** One (1) signed original, four (4) copies, one (1) electronic USB/CD

**Tentative Date of Council Approval:** Monday, May 17, 2021

**Note:** As York County continues to monitor the activity of the COVID-19 (Coronavirus) throughout South Carolina, the County also continues to assess daily operations and take proactive measures to protect the public. As such, in an effort to protect the public's health, safety, and welfare, York County requires all participants attending York County's pre submittal conferences and public bid openings to practice social distancing and the wearing of masks.

**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

\_\_\_\_\_  
COMPANY TELEPHONE NUMBER

\_\_\_\_\_  
COMPANY ADDRESS

\_\_\_\_\_  
COMPANY FAX# (IF APPLICABLE)

\_\_\_\_\_  
CITY, STATE, ZIP+4

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
FEDERAL ID#

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

Minority Status

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

## SECTION 1 SCOPE OF WORK AND SPECIFICATIONS

### 1.1 Description

York County is seeking proposals from qualified, professional water sampling and laboratory firms interested in providing services to fulfill South Carolina Department of Health and Environmental Control requirements for acquiring data on the County's Total Maximum Daily Load.

The objective of this request is to solicit proposals from qualified firms to gather water samples and run a number of laboratory tests so that the County will have a more complete data analysis of Fecal Coliform, Total Nitrates and Total Phosphorus in County waterways.

Responses to this Request for Proposal (RFP) will be used to determine the awarding of a contract to a contractor to perform the work and tasks specified. The County is seeking a firm with demonstrated expertise in the acquisition of water samples and laboratory testing in compliance with York County and SCDHEC ordinances and guidelines.

Upon a thorough review of all submitted responses, and ultimately County Council's approval, staff anticipates entering into an agreement with the selected firm.

### 1.2 Scope

**Task one** of the Scope of Work is gathering water samples in the field at 19 locations. As part of this task, the consultant shall provide the following services as in the field data gathering:

- a) Time sample is taken at the location in **Military/24hr time-notation**
- b) Temperature of sampled water recorded in Celsius – **SM 2550**
- c) pH (potential of hydrogen) of sampled water – **SM 4500 H**
- d) Depth of water level at sampling location in **inches**

**Task two** of the Scope of Work is to complete testing and lab work for Fecal Coliform, Total Nitrates, Nitrates and Nitrites and Total Phosphorus through the firm's certified laboratory. Laboratory must maintain certifications with SCDHEC. All data should be compiled and sent to the appropriate York County representative. Deliverables shall be in electronic format (Word). Hard copies are not required.

### 1.3 Sampling Locations

- CR:** Catawba River
- FCW:** Fishing Creek Watershed
- SCW:** Steel Creek Watershed;
- TCW:** Turkey Creek-Broad River Watershed

**Total Nitrates/Nitrate and Nitrite/Total Phosphorous: EPA-NERL 351.2, 353.2, 365.1**

CR 1: Pole Branch Rd  
Latitude: 35° 9'1.09"N  
Longitude: 81° 3'28.08"W  
Notes: Dock near 1276 Pole Branch

CR 2: Lake Wylie Marina  
Latitude: 35° 6'23.97"N  
Longitude: 81° 2'18.52"W  
Notes: 410 Blucher Circle

CR 3: Little Allison Creek Boat Ramp  
Latitude: 35° 2'31.11"N  
Longitude: 81° 5'22.50"W  
Notes: 2499 Viesta Road

CR 4: Ebenezer Park  
Latitude: 35° 1'31.86"N  
Longitude: 81° 2'39.32"W  
Notes: 4490 Boat Shore Road

CR 5: River Walk  
Latitude: 34°59'3.90"N  
Longitude: 80°58'21.76"W  
Notes: 551 Herrons Ferry Road

CR 6: River Park  
Latitude: 34°57'22.15"N  
Longitude: 80°56'58.15"W  
Notes: Located at the end of Quality Circle

CR 7: HWY 5 Access  
Latitude: 34°51'20.11"N  
Longitude: 80°52'11.28"W  
Notes: Bridge where HWY 5 crosses the Catawba River

**Fecal Coliform: SM 9222D**

FCW 1: McConnells Hwy - Wildcat Creek  
Latitude: 34°55'56.19"N  
Longitude: 81° 3'50.31"W  
Notes: Bridge near 1130 McConnells Hwy

FCW 2: McConnells Hwy - Tools Fork Creek  
Latitude: 34°55'50.05"N  
Longitude: 81° 5'8.50"W  
Notes: Bridge near 1750 McConnells Hwy

FCW 3: Hovis Rd - Neelys Creek  
Latitude: 34°52'21.06"N  
Longitude: 80°57'21.63"W  
Notes: Bridge near 445 Hovis Road

FCW 4: Pitts Rd - Neelys Creek  
Latitude: 34°49'57.49"N  
Longitude: 80°57'14.95"W  
Notes: Bridge near 445 Pitts Road

SCW 1: Pleasant Rd - Steele Creek  
Latitude: 35° 5'21.98"N  
Longitude: 80°57'13.87"W  
Notes: Bridge near 3826 Pleasant Road

SCW 2: Gold Hill Rd - Steele Creek  
Latitude: 35° 3'47.76"N  
Longitude: 80°56'54.47"W  
Notes: Bridge near 567 Gold Hill Road

SCW 3: Springfield Parkway - Steele Creek  
Latitude: 35° 1'24.11"N  
Longitude: 80°55'4.28"W  
Notes: Bridge near 462 Springfield Parkway

TCW 1: N Burriss Road – Turkey Creek  
Latitude: 34°53'2.73"N  
Longitude: 81°19'40.24"W  
Notes: Bridge near 1245 N Burriss Road

TCW 2: Shannon Street – Turkey Creek  
Latitude: 34°56'46.83"N  
Longitude: 81°18'59.47"W  
Notes: Bridge near 2450 Shannon Street

TCW 3: N Burriss Road – Little Turkey Creek  
Latitude: 34°53'1.45"N  
Longitude: 81°18'52.89"W  
Notes: Bridge near 943 N Burriss Road

TCW 4: Garvin Road – Little Turkey Creek  
Latitude: 34°53'47.26"N  
Longitude: 81°14'34.94"W  
Notes: Bridge near 1005 Garvin Road

TCW 5: W McConnells Hwy – Turkey Creek  
Latitude: 34°51'9.16"N  
Longitude: 81°19' 53.37" W  
Notes: Bridge near 2788 W McConnells Hwy

## 1.4 Sampling Schedule

Samples will be taken without regard to weather conditions and ideally taken once per week on the same day for five consecutive weeks per season.

Seasons will be described as:

**Winter** (December-February)

**Spring** (March-May)

**Summer** (June-August)

**Fall** (September-November)

## SECTION 2 OTHER REQUIREMENTS

### 2.1 License

Offeror must be licensed to do business in the State of South Carolina. The Offeror must comply with the laws of South Carolina including obtaining proper licensure with this State if required to perform the specifications described in this request.

### 2.2 Insurance

Offeror must also provide: (1) general liability insurance coverage of at least \$1 Million per occurrence; (2) automobile liability coverage for owned, non-owned, and rented automobiles with limits of \$1 Million per occurrence; and (3) Workers Compensation and Employer's Liability Insurance in an amount equal to the South Carolina statutory limits.

All required insurance shall be placed with a carrier(s) having an A.M. Best's rating of A- or better. No deductible shall be higher than \$5,000. The County shall be named as an additional insured. All per occurrence and annual aggregate amounts listed above must be site-specific for York County covering claims arising from the services rendered to York County under any agreement between the York County and the proposer.

All insurance must cover the proposer and all of its employees; any sub-contracted firms must have this same coverage.

## SECTION 3 INSTRUCTIONS TO OFFERORS

### 3.1 Submission Format

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, along with one (1) copy of the Cost Proposal in a separate sealed envelope.**

The Proposal should include the following with tabs to identify each section. Failure to submit this information will render your Proposal as non-responsive.

**SIGNATORY PAGE:** Included in the front of the proposal should be a copy of the RFP's signature sheet (page 2 of this document) properly signed to include the manual signature of an authorized representative of the firm and all appropriate address and contact information as listed on this form.

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

**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 1 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 herein of this document. The three references should be active clients.

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

**TAB 4: SERVICE CAPABILITIES:** Proposer's locations or branches that would service York County or location from which Contractor(s) would be deployed. Outline of service area and capabilities of staff/capacity to meet the needs of York County.

**COST PROPOSAL (one copy in a separate sealed envelope):** Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein in Section 6. The Cost Proposal will be evaluated on the rates that will be billed to the County with any addition of overhead, administrative costs or price increases applied.

### **3.2 Preparation of Proposal**

All proposals should be complete and carefully worded and must convey all information requested by York County. If errors are found in the proposal, or if the proposal fails to conform to the requirements of the RFP, the evaluating committee will be the sole judge as to whether that variance is significant enough to reject the proposal.

Proposals should be prepared simply and economically. All data, materials and documentation shall be available in a clear, concise form. If additional information is required, Offeror shall supply additional materials as needed for the evaluating committee's internal use. York County reserves the right to reproduce proposals for internal use in the evaluation process.

All proposals shall provide a straight-forward, concise description of Offeror's ability to satisfy the requirements of the RFP.

Each copy of the proposal shall be bound in a single volume. All documentation submitted with the proposal should be bound in that single volume excluding the cost proposal, which must be in a separate sealed envelope. Proposal must be submitted on fully recyclable

materials. To ensure that pages are secure, avoid paperclips and staples. To ensure that proposals are easily recycled, avoid using binding that makes pages difficult to remove.

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**

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](http://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**

Inquiries of interpretation or additional information concerning the County's requirements and/or stipulations of the item(s)/services to be proposed can be made to:

Bryant Cook, CPPO, Procurement Manager  
Email: [procurement@yorkcountygov.com](mailto:procurement@yorkcountygov.com)

## **SECTION 4 EVALUATION, AWARD, AND CONTRACT**

### **4.1 Evaluation of Proposals**

The Offerors' proposals will be evaluated by a committee comprised of county officials and key personnel with experience and knowledge of services and contracts of this scope and nature. The Offerors' approach, past performance, personnel experience/project team, experience in the services outlined in Section 1 of this document, in addition to the merits of the Proposal and costs are the general Evaluation Criteria. Each committee member will independently evaluate these criteria excluding the cost. Once the committee has evaluated each proposal, the score will be tallied. Lastly, the Cost Proposal will be opened and factored into the final scores.

York County reserves the right to reject any and all Proposals at any time prior to award; and to waive informalities and minor irregularities, and request additional information or clarifications in the evaluation of responses received. York County shall select the offer that best serves the interest of York County; Offerors are advised to provide all pertinent information required by the Proposal in their written response.



The following criteria will be used to evaluate the proposals with the corresponding weight:

Technical Approach: 30%  
Qualifications of Firm: 25%  
Qualifications of Staff: 25%  
Service Capabilities: 10%  
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 contract term shall be for three (3) years, with two optional annual renewals of one (1) year each.

The Contract must be valid from the date of the initial Purchase Order and must remain valid for the duration of term mentioned above.

Breach or non-performance of any Contract term must constitute cause upon which the County may immediately terminate the Contract by written notice. A waiver by the County of any breach or non-performance of any term of this agreement must not operate as a waiver of any subsequent breach or non-performance.

## **4.5 Termination of Contract**

- a. Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing thirty (30) days written notice to the other party.
- b. Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of York County without the required (30) days advance written notice, then York County must negotiate reasonable termination costs, if applicable.
- c. Cause: Termination by York County for cause, default or negligence on the part of the Offeror must be excluded from the foregoing provisions; termination costs, if any must not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein must apply.

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

#### **4.6 Non-Appropriation Clause**

Notwithstanding any other provision of this request/agreement, all obligations of the County under this solicitation which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

#### **4.7 Protest**

This option is available to any actual Offeror, contractor or subcontractor aggrieved in connection with the intended award or award of a contract via protest to the appropriate procurement officer within seven days, but not thereafter, of the date notification of award is posted. The first step in this process must be formally addressed to the Procurement Director after the award decision, and subsequently progress to the County Council in the event that a mutual agreement cannot be obtained in the remedy of the award decision.

### **SECTION 5 TERMS AND CONDITIONS**

#### **5.1 Acceptance and Deviations**

Each Offeror must meet all of the specifications and proposal terms and conditions. By virtue of the proposal submission, the Offeror acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the Proposal. Non-substantial deviations may be considered provided that the Offeror submits a full description and explanation of and justification for the proposed deviations titled Exceptions. Whether any proposed deviation is non-substantial will be determined by York County in its sole discretion.

#### **5.2 General Requirements**

All Offerors including the employees of the Offeror must comply with all applicable Federal, State, and County laws pertaining to contracts entered into by governmental agencies, including non-discrimination employment. Contracts entered into on the basis of submitted proposal responses are revocable if contrary to law. Contracts for work resulting from this request will obligate the Offeror to not discriminate on the basis of race, color, creed, religion, handicap, or national origin in their employment practices.

#### **5.3 Title VI of the Civil Rights Act of 1964**

Offerors shall comply with Title VI of the Civil Rights Act of 1964. York County strongly encourages the use of and involvement of Disadvantaged Business Enterprises (DBE).

#### **5.4 Conflict of Interest**

The successful firm shall not knowingly employ, during the period of a contract, or any extensions to it, any professional personnel who are also in the employ of York County and who are providing services involving this request or services similar in nature to the scope of this request to the County. Furthermore, the firm shall not knowingly employ, during the period of a contract or any extensions to it, any York County employee who has participated in the

making of a contract until at least two years after his/her termination of employment with York County.

### **5.5 Indemnification and Hold Harmless**

The successful firm shall agree to protect, defend, indemnify, and forever hold harmless, the County, its agents, officers, and employees, from and against any and all claims, liabilities, damages, costs, actions, proceedings, of any nature whatsoever, however alleged or termed, or in any lawsuits, arising in any manner out of any action or failure to act, by the firm, its officers, agents, and employees, or relating to or arising out of the performance or failure to perform, by the firm, its officers, agents, and employees, any obligations arising under its agreement with the County, or any other type claim/lawsuit whatsoever, however alleged or termed, which may arise at any time as a result of or related to the provision of service(s) for the County by the successful firm, without regard to the source, nature, or validity of the claim/lawsuit. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, loss of use and/or services, claims for injury, damage, disability, property damage, or death, injury to real or personal property, and attorneys' fees, costs, and expenses incurred by the County or any of its agents, officers, and employees. The County shall not be precluded from receiving the benefits of any insurance the firm may carry which provides for indemnification for any loss or damage to property in the firm's custody and control, where such loss or destruction is to County property. The firm shall do nothing to prejudice the County's right to recover against third parties for any loss, destruction or damage to County property.

### **5.6 Drug-Free Workplace**

During the performance of this request, the firm agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the firm maintains a drug-free workplace. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor/firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the request.

### **5.7 Applicability/Jurisdiction of South Carolina Law and Courts**

Upon award of a contract under this request the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful firm from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the firm agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

## **5.8 Certificate of Insurance**

Once selected, the successful firm will be required to provide proof of insurance to include workers compensation, employer's liability and general liability prior to commencing work.

## **5.9 Assignment**

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

## **5.10 Ownership of Material**

All proposals and supporting materials (including all data, material, and documentation) originated and prepared for York County pursuant to this solicitation and including correspondences relating to this solicitation shall, belong exclusively to York County.

## **5.11 Prime Responsibilities**

The successful firm will be required to assume sole responsibility for the complete effort as required by this solicitation. York County will consider the successful firm to be the sole point of contact with regard to contractual matters.

## **5.12 Subcontracting**

If any part of the work covered by this solicitation is to be subcontracted, the successful firm shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by York County. The successful firm will also furnish the corporate or company name.

## **5.13 Records Retention and Right to Audit**

The County shall have the right to audit books and records of the successful firm as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The County may conduct, or have conducted, performance audits of the successful firm. The County may conduct, or have conducted, audits of specific requirements of this solicitation as determined necessary by the County. Pertaining to all audits, successful firm shall make available to the County access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the successful firm shall be made available for auditing purposes at no cost to the County.

## **5.14 Public Access to Procurement Information**

Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this SOLICITATION which is deemed privileged and confidential by the Offeror, will not be disclosed. Such privileged and confidential information should be clearly marked as such and includes information which if disclosed, might cause harm to the competitive position of the Offeror supplying the information. All Offerors, therefore, must visibly mark as "CONFIDENTIAL" each specific part of their proposal which such Offerors consider to contain proprietary or other privileged information. Additionally, all Offerors shall be solely responsible for identifying as exempt from the Freedom of Information Act and for visibly marking as "EXEMPT FROM FREEDOM OF INFORMATION ACT" each specific part of their proposal which Offerors deem to be so exempt and shall further be solely

responsible for any consequences that might arise from the nondisclosure of any information that is subsequently determined not to have such an exemption. York County hereby disclaims any responsibility for not disclosing information identified by any Offeror as exempt from the Freedom of Information Act and further hereby disclaims any responsibility for any information which is disclosed as a result of Offeror's failure to visibly mark it as "CONFIDENTIAL" or to improperly mark it as "confidential". Offeror must identify specific parts of the proposal package as confidential. Failure to do so or to mark the entire proposal package as confidential may result in disclosure of that information.

### **5.15 Non-Collusion Proposal Certification and Disqualification**

By submission of a proposal, each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint proposal each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief.

The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.

Unless otherwise required by law, the prices which have been quoted in this proposal have not knowingly been disclosed by the Offeror and will not knowingly be disclosed prior to the proposal opening, directly or indirectly, to any other Offeror or to any competitor.

No attempt has been or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition

One Proposal: Only one Proposal from an individual firm, partnership, company, or corporation under the same or under different names will be considered. If OWNER believes that an Offeror submitted more than one Proposal for the work involved, all Proposals submitted by that Offeror will be rejected.

### **5.16 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

The Offeror certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement (if applicable) that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Offeror or any lower tier participant is unable to certify to this statement, it must attach an explanation to this solicitation/proposal.

### **5.17 Certification Regarding Immigration Reform and Control**

The Offeror certifies, by submission of this document or acceptance of a contract, that all Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this proposal, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this

regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages. The Contractor certifies that, should it be awarded a contract by the County, the Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. The Contractor further certifies that it will remain in compliance throughout the term of the contract. At the County's request, the Contractor is expected to produce to the County any documentation or other such evidence to verify the Contractor's compliance with any provision, duty, certification, or the like under the contract. The Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

### **5.18 Chain of Communication**

To ensure the integrity of the competitive process, a strict chain of communication shall apply to each Invitation for Bids, Request for Proposals, Request for Qualifications, or any other competitive solicitation during the period between publication of the solicitation and final award. Offerors or its agents may not communicate by any means, directly or indirectly, with York County public officials, employees, its agents, or representatives or any person not otherwise listed on this document, regarding any aspect of this procurement activity. All communications must be solely with the Procurement Officer. In the sole determination of the Procurement Officer and/or York County, violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

### **5.19 Prohibition of Donations and Gratuities**

Offerors are restricted from making donations to any York County governmental entity with whom they have or seek to have a contract. The Offeror represents that his/her offer discloses any gifts made, directly or through an intermediary, by the Offeror or the Offeror's named subcontractors or subconsultants to or for the benefit of York County, its agents, or representatives during the period beginning eighteen months prior to the Opening Date. No Offeror, or any person, firm, or corporation employed by the Offeror in the performance of this request, may offer or give any gift, money or anything of value or any promise for future reward or compensation to any York County employee.

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**SECTION 6 COST PROPOSAL FORM (One copy to be submitted in a separate sealed envelope)**

<b>Service Rendered</b>	<b>COST</b>
<b>Additional Charges:</b> _____ _____	
<b>TOTAL</b>	

**6.1 Acknowledgement of Addenda**

Offeror hereby acknowledges receipt of all Addenda through and including:

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.  
Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.  
Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.