

York Electric Cooperative, Inc.

Request for Proposal (RFP): Oil Spill Response and Remediation Services

Proposal Due Date: **February 19, 2026**, by 5:00 PM ET

Submission Method: Email to Phil Leake, VP of Operations at phil.leake@yorkelectric.net

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1.0 PURPOSE AND BACKGROUND

York Electric Cooperative, Inc. (YEC) serves approximately 71,000 members across York, Cherokee, Chester, and Lancaster counties, maintaining roughly 4,300 miles of energized line, including about 2,300 miles underground.

YEC is soliciting proposals from qualified Vendors to provide on-call oil spill response, containment, cleanup, soil remediation, transportation, and disposal services within YEC's service territory. The objective is to ensure rapid mitigation of oil releases that contaminate soil or related areas associated with YEC facilities or equipment.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 RFP DOCUMENT

This RFP consists of the base document, any attachments, and any addenda released prior to award. All components apply solely to oil spill response and remediation services.

2.2 NOTICE REGARDING RFP TERMS AND CONDITIONS

It shall be Vendor's responsibility to read these instructions, YEC's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors are also responsible for complying with all addenda and other changes that may be issued in connection with this RFP. Questions, issues, or exceptions must be submitted in accordance with Section 2.4. Other than through this process, YEC will not consider additional or modified terms and conditions submitted with a proposal. Vendor's proposal shall constitute a firm offer.

2.3 RFP SCHEDULE

The dates below show the intended schedule for this RFP. YEC will make every effort to adhere to this schedule:

- Proposal Due Date: February 19, 2026 by 5:00 PM ET
- Tentative Date of Award: March 5, 2026 by 5:00 PM ET
- Contract Negotiations: March 5, 2026 – March 19, 2026
- Contract Execution: March 20, 2026

2.4 PROPOSAL QUESTIONS

All RFP questions must be directed exclusively to Phil Leake, VP of Operations, at phil.leake@yorkelectric.net by 5:00 PM ET on February 11, 2026. Vendors should use the subject line: "RFP Oil Spill Response and Remediation Questions" and reference applicable

RFP sections. Questions received before the deadline, YEC's responses, and any additional terms deemed necessary will be issued via addendum. No oral information provided by YEC personnel is authoritative or binding.

2.5 PROPOSAL SUBMITTAL

Proposals will be accepted by YEC until 5:00 PM ET, February 19, 2026. Submit electronically via email and identify with the title "RFP Oil Spill Response and Remediation Services." Email proposals to: Phil Leake, VP of Operations, phil.leake@yorkelectric.net.

2.6 PROPOSAL CONTENTS

Vendor proposals shall include, in order: (a) Cover Letter; (b) Title Page (company name, address, phone, authorized representative); (c) Firm background, experience, and capabilities related to oil spill response and remediation; (d) List of contractors/subcontractors, including services provided and estimated percentage of overall work; (e) Specific costs for services; (f) Authorized contact(s) with authority to bind the Vendor; (g) Detailed listing of oil spill response/remediation projects within the last five years (year, location, role, services provided, scale, and relevance), with at least three references from completed projects; (h) Certificate of insurance; (i) Statement of bondability from a licensed surety provider.

3.0 METHOD OF AWARD AND EVALUATION PROCESS

3.1 METHOD OF AWARD

All qualified proposals will be evaluated in accordance with YEC procedures. Awards will be made to Vendor(s) that meet the RFP requirements and best fit the needs of YEC for oil spill response and remediation services. YEC reserves the right to reject any or all submittals, waive informalities, and finalize a Contract with one or more Vendors without further discussion or interviews.

3.2 EVALUATION CRITERIA

Proposals will be scored out of 100 points: Responsiveness to RFP (20); Proposal Approach & Methodology (20); Experience & Qualifications (25); Price (25); References (10). Following the deadline, proposals will be reviewed, analyzed, and ranked based on responses to requested information.

4.0 REQUIREMENTS

4.1 CONTRACT TERM

The Contract will be effective for three (3) years from execution by YEC, with up to four (4) one-year extensions by mutual agreement. The Contract is non-exclusive; YEC may obtain similar services from additional Vendors. Each extension must be agreed upon in writing before expiration of the then-current term.

4.2 PRICING

Provide minimum hourly rates for regular and overtime labor and all applicable equipment pricing required for oil spill response and remediation, including excavation, backfill, transportation, disposal, and related activities. All associated costs (handling, administrative, etc.) must be included. The Vendor shall not invoice YEC for amounts not expressly permitted without prior written authorization from an authorized YEC representative.

4.3 INITIAL AUTHORIZATION

The initial authorization for costs billed under an oil spill event shall not exceed \$500,000. The Contractor must coordinate with an authorized YEC representative before incurring costs beyond this amount. If approved, YEC and the Contractor will execute a Contract amendment to increase the event maximum authorized amount. Any work performed outside the agreed maximum is at the Contractor's own risk.

4.4 BONDING

No bid bond is required. However, YEC may require performance, payment, or other bonds or security for one or more designated portions of work to the extent permitted or required by applicable law, including but not limited to construction or facility improvement work associated with oil spill remediation activities. YEC shall not require that any bond be furnished by a particular surety or through a particular agent or broker.

4.5 VENDOR'S REPRESENTATIONS

Vendor warrants that qualified personnel will provide services in a professional manner consistent with prevailing industry standards. Vendor will serve as the prime contractor and is responsible for performance and payment of all approved subcontractors. If any services or responsibilities not specifically described are necessary for proper performance of oil spill response and remediation, they are deemed included within scope. Unless expressly provided, Vendor shall furnish its own management, supervision, labor, equipment, software, supplies, and materials necessary to deliver services in accordance with applicable federal and state laws, including any obligations established by 2 C.F.R. § 200.216. Vendor warrants adequate financial capacity and resources; that it is not debarred or suspended; and that it will verify debarment/suspension status for all contractors and subcontractors receiving funds under the Contract in accordance with 2 C.F.R. Part 180 and 2 C.F.R. Part 3000, as applicable.

5.0 SCOPE OF WORK

YEC intends to award Contracts to ensure qualified expertise is available to perform oil spill response and remediation services promptly and effectively. Vendor proposals must address all applicable requirements below. Partial proposals will not be considered.

Oil Spill Clean-up and Disposal – Non-PCB (Oil Spill – Non-PCB)

Include all equipment, tools, materials (less owner-furnished materials), transportation, fees, and labor to restore contaminated areas, haul, and dispose of impacted materials. Restore the area by excavating at least 12 inches beyond the contaminated zone on all sides and 6 inches below any contaminated soil; place clean soil, smooth, seed, and apply straw to prevent erosion. Repair ruts created during excavation. Replace affected soil with clean material of equivalent type, composition, and quality to match existing conditions. Dispose of non-PCB contaminated soils in strict compliance with all applicable local, state, and federal laws. Provide a disposal certificate for every delivery of contaminated soil.

Oil Spill Clean-up and Disposal – PCB Undeclared (Oil Spill – PCB Undeclared)

Include all equipment, tools, materials (less owner-furnished materials), transportation, fees, and labor to restore contaminated areas, haul, and dispose of impacted materials. Restore the area by excavating at least 12 inches beyond the contaminated zone on all sides and 6 inches below any contaminated soil; place clean soil, smooth, seed, and apply straw to prevent erosion. Repair ruts created during excavation. Replace affected soil with clean material of equivalent type, composition, and quality to match existing conditions. For soils from oil-filled equipment spills without labeling indicating less than 2 ppm PCB, transport soils from the site in approved containment to the Contractor's storage facility pending site sample tests. Based on results, transport stored soils to an approved PCB disposal facility and provide a certificate of disposal for each container. Dispose of PCB-undeclared spills in strict compliance with all applicable local, state, and federal laws.

6.0 GENERAL TERMS AND CONDITIONS

READ, REVIEW AND COMPLY: Vendor must read this entire document, review all enclosures/attachments and any addenda, and comply with all requirements specified herein.

LATE PROPOSALS: Late proposals will not be considered and will be disqualified. Vendor is solely responsible for timely submission.

ACCEPTANCE AND REJECTION: YEC reserves the right to reject any and all proposals, waive informalities, and accept any item in a proposal unless otherwise specified by Vendor.

INFORMATION AND DESCRIPTIVE LITERATURE: If required elsewhere in this RFP, Vendor shall submit sketches, descriptive literature, and/or complete specifications covering the

products and services offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision.

CONFIDENTIAL INFORMATION: To the extent permitted by applicable law, YEC will maintain as confidential any trade secrets in a proposal that Vendor does not wish disclosed, subject to the requirements of the South Carolina Trade Secrets Act and other applicable law. If disclosure is sought, YEC will notify Vendor to allow Vendor to defend the confidential status of its information at its sole cost and expense. If awarded, Vendor must provide YEC and applicable federal agencies access to records, accounts, documents, information, facilities, and staff as required by 2 C.F.R. § 200.337.

COST FOR PROPOSAL PREPARATION: Any costs incurred by Vendor in preparing or submitting proposals are Vendor's sole responsibility.

AVAILABILITY OF FUNDS: YEC payments to Vendor are subject to availability of funds and any applicable federal rescissions and/or deferrals.

PAYMENT TERMS: Unless otherwise specified, payment terms are Net 30 days after receipt of a correct invoice or acceptance of goods/services, whichever is later.

NON-DISCRIMINATION: Vendor shall comply with all applicable federal and state requirements concerning fair employment and the treatment of all employees without discrimination.

INSURANCE COVERAGE: Vendor shall procure and maintain at its sole cost during the Contract term such commercial insurance for itself and any contractors/subcontractors as required by law, and with types, terms, and limits reasonably associated with this Contract, including Commercial General Liability, Business Automobile Liability, Workers' Compensation, and Employer's Liability. Vendor shall name York Electric Cooperative, Inc. as an additional insured under the Commercial General Liability policy and provide certificates of insurance. All required insurance shall be primary as to YEC; any insurance maintained by YEC shall be excess and non-contributory. Each policy shall include a waiver of subrogation in favor of YEC and require prior written notice to YEC of cancellation or material change. Insurers must be licensed to do business in South Carolina. Limits of insurance do not limit Vendor's liability under the Contract.

GENERAL INDEMNITY: Vendor shall hold and save YEC and its officers, agents, and employees harmless from liability of any kind attributable to the negligence or intentionally tortious acts of Vendor, subject to timely written notice from YEC. Vendor shall make no claim against YEC's agents involved in delivery or processing of Vendor deliverables or services to YEC. This representation and warranty survive termination or expiration of the Contract.

CONFIDENTIALITY OF YEC INFORMATION: Any YEC information, data, instruments, documents, studies, or reports given to or prepared by Vendor under the Contract shall be

kept confidential, used only to perform the Contract, and not disclosed without YEC's prior written approval.

COMPLIANCE WITH LAWS: Vendor shall comply with all applicable laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its business and performance, including applicable South Carolina statutes.

ENTIRE AGREEMENT: This RFP and any documents incorporated by reference represent the entire agreement between the parties and supersede all prior statements or agreements. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties herein survive expiration or termination unless otherwise stated or superseded by applicable statutes of limitation.

AMENDMENTS: The Contract may be amended only by a written amendment executed by YEC and Vendor.

NO WAIVER: Nothing herein waives any right or remedy available to YEC under applicable law. A waiver on one occasion does not constitute a waiver on any other occasion.

FORCE MAJEURE: Neither party shall be in default for failure to perform due to events beyond reasonable control, including but not limited to fire, power failures, acts of war, riot, strikes, or catastrophic natural events.

SOVEREIGN IMMUNITY: Nothing herein waives any claim or defense based on sovereign immunity or constitutional principles available to YEC under applicable law.

FEDERAL UNIFORM GUIDANCE: Portions of the Contract may be federally funded. The Contract shall follow and Vendor shall comply with 2 C.F.R. Part 200, as applicable, including obligations in 2 C.F.R. §§ 200.318–200.327 and Appendix II, as well as any applicable federal agency requirements, including 2 C.F.R. Parts 3000–3002 and standard terms for federal financial assistance. Vendor understands that amendments may be necessary to reflect updated federal requirements.

TERMINATION OF CONTRACT: The Contract may be terminated for lack of funding (with ten (10) calendar days' prior written notice), for non-performance (with thirty (30) calendar days' written notice, subject to cure at YEC's discretion), or for convenience by either party upon thirty (30) calendar days' prior written notice. Upon termination for convenience, Vendor waives consequential claims and YEC will compensate Vendor for authorized work satisfactorily completed through the termination date. Warranty and maintenance obligations remain in effect for completed work for the prescribed period measured from final acceptance.

ADDITIONAL TERMS: YEC may expand the scope to include additional oil spill response and remediation requirements in accordance with applicable law. YEC reserves the right to investigate a firm's ability to perform the requested work; information requested by YEC shall be provided by Vendors. Vendors shall possess all permits, licenses, certifications,

approvals, equipment, materials, and staff necessary to perform the requirements of this RFP. Vendors shall have the ability to scale operations as needed with YEC approval.

REPORTING: Vendors shall provide daily or event-based reports as requested by YEC detailing, at a minimum: locations serviced; quantities of contaminated soil removed; manifests and disposal certificates; waste disposal locations; equipment and personnel deployed; and total costs encumbered to date, including maintenance and personnel costs. Vendors must submit timely, complete, and accurate reports and maintain appropriate documentation to support such reports.