



PROCUREMENT DEPARTMENT

Teria G. Sheffield
Procurement Director

SOLICITATION TYPE: Invitation for Bid **DATE:** 10/27/2023

ID Number: 2901 **Title:** York County Prison HVAC Renovations

Due Date/Time: November 28, 2023 at 3:00 p.m.

LATE SUBMITTALS WILL NOT BE ACCEPTED

Opening Location:

Government Center Building
Room 3401
6 S. Congress St., York, SC 29745

Voluntary Pre-Bid Site Visit: November 9, at 11:00 a.m.

York County Prison
778 Justice Blvd, York, SC 29745

Point of Contact: Bryant Cook, Procurement Manager

Questions Deadline: No later than November 21, 2023 at 4:00 p.m.

Tentative Date of Council Approval: December 18, 2023

PO Box 180, 6 South Congress Street, York, SC 29745
Telephone: 803-684-8520 Fax: 803-684-8580 Web: www.yorkcountygov.com

INFORMATION TO BIDDERS

1. PROJECT DESCRIPTION

1.1. The Work of this project consists of furnishing all labor, materials, equipment, tools, transportation, services and incidentals; and of performing all work necessary to complete all specified work in accordance with the Contract Documents prepared therefore and entitled **York County Prison HVAC Renovations**. The work consists of renovating the HVAC system in accordance with the drawings for the Prison located at 778 Justice Blvd, York, SC 29745.

1.2. Completion time for the project will be **180** calendar days as set forth in the Agreement.

2. DEFINED TERMS

2.1. Terms used in the Information to Bidders are defined and have the meanings assigned to them in the General Conditions.

3. COPIES OF BIDDING DOCUMENTS

3.1. Only complete sets of Bidding Documents will be issued and shall be used in preparing Bids. Neither the OWNER nor the ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

4. QUALIFICATIONS OF BIDDERS

4.1. Each Bid must contain evidence of the Bidder's qualifications to do business in the area where the project is located.

4.2. To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit, within five days of OWNER's request, a Statement of Qualifications providing written evidence as to the financial status; previous successful contractual and technical experience in similar work including references, description and volume of present commitments, evidence of possession of valid state, county, and local licenses; Certificates of Competency covering all operations and all areas of political jurisdiction involved in the work of this project; and such other data as may be requested by the OWNER.

4.3. Statement of Bidders Qualifications

If requested by the OWNER, Bidder must submit a Statement of Qualifications (the Qualifications) to include the following information. Bidder must provide all requested information in the Qualifications, and the data given must be clear and comprehensive. This statement shall be notarized and furnished to the OWNER, within five days of OWNER's request. If necessary, the Qualifications questions may be answered on separate, attached sheets. The Bidder may submit any additional information the Bidder desires.

4.3.1. Name of Bidder.

- 4.3.2. Name(s), address(es), & social security number(s) of company principal(s).
- 4.3.3. Permanent main office address.
- 4.3.4. When organized.
- 4.3.5. If a corporation or company, list the State where incorporated or registered, year incorporated or registered, and the location of the principal place of business.
- 4.3.6. How many years has your organization been engaged in the contracting business under your present firm or trade name?
- 4.3.7. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion).
- 4.3.8. Under what other and former names has your organization operated?
- 4.3.9. General character of work performed by your company.
- 4.3.10. Has your company ever failed to complete any work awarded to you?
- 4.3.11. Have you ever defaulted on a contract?
- 4.3.12. List the more important projects completed by your company in the last five (5) years, the approximate cost for each project, and the month and year completed.
- 4.3.13. List your major equipment available for this contract.
- 4.3.14. Experience in construction work similar in importance to this project.
- 4.3.15. Background and experience of the principal members of your organization, including officers.
- 4.3.16. Credit available: \$.
- 4.3.17. Give bank references: .
- 4.3.18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the OWNER?

The following statement shall appear on the submitted Statement of Bidder Qualifications: "The undersigned hereby certifies that information furnished is true and accurate and further authorizes and requests all persons, firms, and corporations to furnish all information requested by the OWNER to allow verification of the information requested in this Statement of Bidder's Qualifications."

5. DISQUALIFICATION OF BIDDERS

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

5.2. Collusion Among Bidders: If OWNER believes that collusion exists among the Bidders, the Bids of all participants in such collusion will be rejected, and no participants in such collusion will be considered in future Bids for the same work.

6. EXAMINATION OF SITE CONDITIONS

6.1. Each Bidder, by and through the submission of a Bid, agrees to have examined the site, the location of all proposed work, and is satisfied through personal knowledge and experience or professional advice as to the character and location of the site, surface and subsurface conditions, elevations, locations of underground utilities and structures, and any other conditions and obstructions affecting the work, the nature of any existing construction, and other physical characteristics of the job, in order that the prices which the Bidder bids include all costs required for satisfactory completion of the work, including the removal, relocation, or replacement of any objects or obstructions which may be encountered in doing the proposed work.

6.2. Reports and records of obstructions and subsurface investigations shown on the Drawings or included in the Bid Documents were made solely for design purposes. The OWNER and ENGINEER do not warrant, guarantee or represent that said data is accurate or complete with respect to actual subsurface conditions throughout the site. Therefore, the Bidder, by and through the submission of a Bid, affirms satisfaction in respect to such site conditions, and, should the Bidder be awarded the Contract, the Bidder agrees to make no claims against the OWNER or ENGINEER if, in carrying out the work, the Bidder finds that the actual conditions do not conform to those indicated. The OWNER will, upon request, provide each Bidder with reasonable access to the site to conduct such tests and investigations as each Bidder deems necessary for submission of a Bid. If a Bidder obtains such access, the Bidder shall restore the site to the condition existing prior to conducting said tests and investigations.

6.2.1. In reference to those reports of explorations and tests of subsurface conditions at the site which have been utilized by ENGINEER in preparation of the Contract Documents, Bidder may rely upon the accuracy of the technical data contained in such reports but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for the purpose of bidding or construction.

6.2.2. In reference to those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which has been utilized by ENGINEER in preparation of the Contract Documents, Bidder may rely upon the accuracy of the technical data contained in such drawings, but not upon the completeness for the purpose of bidding or construction.

Copies of such reports and drawings will be made available by OWNER to any Bidder upon request. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which Bidder is entitled to rely as provided in Paragraphs 6.2.1 and 6.2.2 are incorporated into the Contract Documents by reference.

6.3. Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities or others, and OWNER does not assume responsibility for the accuracy or completeness thereof.

6.4. Should a Bidder find that any subsurface conditions, Underground Facilities or other physical conditions at or contiguous to the site is of such a nature as to require a change in the Contract Documents due to differing conditions, Bidder shall at once notify the ENGINEER in writing.

6.5. The land upon which the work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by OWNER in performing the Work are identified in the Bid Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the successful Bidder. Easements for permanent structures or permanent changes in existing structures are to be obtained and/or paid for by OWNER unless otherwise provided in the Contract Documents.

7. EXAMINATION OF CONTRACT DOCUMENTS

7.1. Each Bidder shall carefully examine the Contract Documents and become thoroughly informed regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the Work to be performed under the Contract. Ignorance on the part of the Bidder will in no way relieve the Bidder of the obligations and responsibilities assumed under the Contract.

7.2. Should a Bidder find discrepancies, ambiguities, or omissions in the Bid Documents or Contract Documents or doubt as their meaning, the Bidder shall at once notify the ENGINEER in writing.

7.3. The Submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of Articles 6 and 7; without exception the Bid is premised upon performing and furnishing the Work required by the Contract Document; and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents; and the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8. INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

8.1. All questions about the meaning or intent of the Contract Documents or about the bid process must be written. No oral interpretations will be made to any Bidder as to the meaning of the Contract Documents or the bid process. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of Bids will be given consideration unless otherwise specified on cover page. Any 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 and notification will be sent by available means to all known prospective Bidders prior to the established bid opening date. Each Bidder shall acknowledge receipt of such addenda in the space provided on the Bid Form. In case any Bidder fails to acknowledge receipt of such addenda, submission of the bid constitutes acknowledgement of the receipt of all addenda. All addenda are a part of the Contract Documents and each Bidder will be bound by such addenda, whether or not received by the Bidder. It is the responsibility of each Bidder to verify that the Bidder has received all addenda issued before Bids are opened. Questions received less than five (5) Calendar days prior to the date for opening of Bids may not be answered unless otherwise

specified on cover page. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will have no legal effect.

8.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or ENGINEER.

8.3 Inquiries regarding interpretation or additional information concerning the County's requirements or stipulations concerning this request can be made via email as listed below.

8.4 Send questions regarding the project via the Q&A icon found through the link to the solicitation on the county website.

9. INTERPRETATION OF QUANTITIES

9.1. The quantities of work to be performed and materials to be furnished under unit price items, as given in the Bid Form, shall be considered as approximate only and will be used solely for the comparison of Bids received. The OWNER and/or ENGINEER do not expressly or by implication represent that the actual quantities involved will correspond exactly with the quantities on the Bid Form. The Bidder may not plead misunderstanding or deception because of such estimate or quantities or of the character, location or other conditions pertaining to the work. Payment to the CONTRACTOR under unit price items will be made only for the actual measured quantities of work performed and materials furnished in accordance with the Contract Documents, and it is understood that the quantities may be increased or decreased at the OWNER's option, as provided in the General Conditions, without in any way invalidating any of the unit or lump sum prices Bid.

10. ALTERNATES

10.1. When certain items of equipment or materials are specified or described as the product of a particular manufacturer - together with any required additional information such as model number, size or catalog number - only such specific items may be used in preparing the Bid, except as hereinafter provided.

10.2. A Bidder proposing to seek approval for the use of alternate, substitute, or "equal" items must do so in accordance with the provisions of Section 12 of the General Conditions and must determine that such proposed equipment is of comparable character and quality to that specified. The OWNER or the ENGINEER will not discuss, approve, or disapprove any alternate or substitution of equipment or materials before execution of the Contract. The cost of changes in related work and additional drawings, which may be required to illustrate or define the alternate or substitute equipment and its relation to the other parts or portions of the work, shall be paid by the Bidder. Substitution of equipment or materials will cause no change in the Contract Time or in the amount of liquidated damages in the Contract Documents.

11. GOVERNING LAWS AND REGULATIONS

11.1. Upon award of a contract under this request the successful Bidder must comply with the laws of South Carolina including obtaining authorization or licensure to do business with this State if required.

11.2. Notwithstanding the fact that applicable statutes may exempt or exclude the successful Bidder from authorization or licensure requirements, by submission of this signed Bid, the Bidder agrees to be subject to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising under the Contract Documents and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

11.3. The Bidder is required to be familiar with and shall be responsible for complying with all federal, State and local laws, ordinances, rules, and regulations that in any manner affect the work.

11.4. The bid prices shall include all sales, consumer, use, and other taxes required to be paid in accordance with the law of the place of the project.

12. PREPARATION OF BIDS

12.1. Signature of the Bidder: Each Bidder shall sign the Bid Form in the space provided for the signature. If the Bidder is an individual, the words "doing business as", or "Sole Owner" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words "Member of the Firm" should be written beneath such signature. If the Bidder is company, either a member or the managing member must sign the Bid on behalf of the company and provide evidence of the authority to sign the bid. If the Bidder is a corporation, the title of the officer signing the Bid on behalf of the corporation must be stated and evidence of the Bidders authority to sign the Bid must be submitted. Bids not signed may be automatically rejected.

12.2. The Bidder shall show valid South Carolina Contractor's License Number on the Bid Form. Failure to show this required information in the proper place may cause the Bid to be automatically rejected. All Bidders shall hold a valid and current South Carolina General and/or Mechanical Contractor's License, with the appropriate classifications and limitations to satisfy the proposed scope of work and bid amount.

12.3. Basis for Bidding: The price bid for each item shall be on a lump sum or unit price basis as specified in the Bid Form. The bid prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered. All blanks on the Bid Form must be completed in black ink or typewritten.

12.4. Price Bid: The total price bid for the work shall be the aggregate of the lump sum prices bid and unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the Bid Form. In the event that there is a discrepancy on the Bid Form due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount. Written values (in words) shall supersede numerical values, when discrepancies exist.

13. SUBMISSION OF BIDS

13.1 Online submittal: Electronic submittals shall be uploaded in PDF format via the Getall portal which can be accessed at <https://www.yorkcountygov.com/217/Procurement> under Active Bids. To ensure that an electronic submittal is received by the due date and time, it is recommended

that submittals are uploaded allowing sufficient time prior to deadline. An email confirmation of submittal will be received after clicking on the Confirm Bid button in the GetAll system. If confirmation email is not received, contact GetAll support at support@getall.com to confirm submittal was successful. **The Offeror shall be responsible for confirming that submittal is received by the deadline. Any submittal received after the closing date and time deadline will not be considered.**

For step by step instructions on how to submit a response select Help and then Quick Reference in the Getall portal:

OFFERORS MAY CHOOSE TO SUBMIT PROPOSAL RESPONSE IN ELECTRONIC FORM OR VIA HAND DELIVERY/COURIER SERVICE. ONLY ONE PROPOSAL WILL BE ACCEPTED.

13.2. In Person/Courier Delivered Submittals: If Bidder elects to submit bid in person or by mail instead of electronic submission, bids 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 Procurement Department, Room 3501, located at 6 S. Congress St., York, S.C. 29745 and must include one (1) original, clearly marked as such. Faxed information is not acceptable. Bids received after specified time and date will be rejected as non-responsive.

13.3. Each bid shall be submitted on the Bid Form as furnished, together with a suitable bid security as herein described.

13.4. The Bid, accompanied by bid security, as described in Section 14, and other required documents, shall be submitted

13.5. If requested by the OWNER, Bidder shall submit, within five days of OWNER's request, a list of the names and addresses of the major subcontractors together with the services they will supply. These subcontractors will be subject to review as to their competency by the OWNER prior to award of Contract and shall be one of the considerations in determining the successful Bidder. After award of Contract, no change in subcontractors shall be made unless approved by the OWNER after a request for such a change, including the reasons therefore, has been submitted in writing by the CONTRACTOR.

13.6. OFFERORS MAY CHOOSE TO SUBMIT PROPOSAL RESPONSE IN ELECTRONIC FORM OR VIA HAND DELIVERY/COURIER SERVICE. ONLY ONE PROPOSAL WILL BE ACCEPTED.

If offeror elects to submit In Person/Courier Delivered Submittals: 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 Procurement Department, Room 3501, located at 6 S. Congress St., York, S.C. 29745 and must include one (1) original, clearly marked as such. Faxed information is not acceptable. Proposals received after specified time and date will be rejected as non-responsive.

13.7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION: The Bidder 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, Bids,

contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to the Bid Form.

14. BID SECURITY

14.1. Each Bid must be accompanied by a cashier's check or Bid Bond made payable to the OWNER in an amount not less than five percent (5%) of the total amount of the Bid if the total amount of the bid exceeds \$30,000. Generally, the bid security of all Bidders, including the three (3) lowest responsible Bidders, will be returned within ten (10) days after the OWNER and the accepted Bidder have executed the written Contract and the accepted Bidder has filed acceptable Performance and Indemnity and Payment Bonds. Upon request and no earlier than thirty (30) days after the formal opening of bids, the County will return the bid security of any Bidder.

14.2. Attorneys in Fact who sign Bid Bonds shall file with such bonds a certified copy of their Power of Attorney to sign said Bonds.

14.3. Failure of the accepted Bidder to execute a Contract and file acceptable bonds within ten (10) days after a written Notice of Award has been given shall be just cause for the annulment of the award and the forfeiture of the bid security to the OWNER as liquidated damages for damages sustained by OWNER. Award may then be made to the next lowest responsible Bidder or all Bids may be rejected.

15. WITHDRAWAL OF BID

15.1. Any Bid may be withdrawn prior to the time scheduled in Invitation for Bids for the receipt thereof. A Bid may also be withdrawn within twenty-four (24) hours after the date of the receipt of the Bids, provided that the Bidder files a duly signed, written notice with OWNER and promptly there after demonstrates, to the reasonable satisfaction of OWNER, that there was a material and substantial mistake in the preparation of its Bid. The Bid security will be returned and the Bidder will be disqualified from further bidding on the work to be provided under the Contract Documents.

16. MODIFICATION OF BIDS

16.1. York County does not allow modification of bids after deadline for submittal.

17. RECEIPT AND OPENING OF BIDS

17.1. Bids will be received until the designated time and will be publicly opened and (unless non-responsive) read aloud at the appointed time and place stated in the Invitation for Bids. The person whose duty it is to open the Bids will decide when the specified time has arrived and no Bids received thereafter will be considered. No responsibility will be attached to anyone for the premature opening of a Bid not properly addressed and identified. Bidders or their authorized agents are invited to be present. An abstract of the amounts of the base Bids and major alternates (if any) will be available to Bidders after the opening of Bids.

18. DETERMINATION OF SUCCESSFUL BIDDER

18.1. For the purpose of award, the correct summation of the lump sum prices and/or of the products of the estimated quantities shown in the Bid and the unit prices will be considered the Bid. Until the final award of the Contract, the OWNER is not bound to accept the minimum Bid stated herein but reserves the right to reject any and all Bids and to waive technical errors and irregularities as may be deemed best for the interests of the OWNER. Bids containing modifications that are incomplete, unbalanced, conditional, and obscure; containing additions not requested or irregularities of any kind; not complying in every respect with the Information to Bidders and the Bid Documents, may be rejected at the option of the OWNER.

18.2. In evaluating Bids, OWNER will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, alternates (if any), unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

18.3. OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the qualifications to perform and furnish the Work in accordance with the Contract Documents to OWNER's satisfaction within the prescribed time.

18.4. The Bids of the three (3) lowest responsible Bidders will remain subject to acceptance for a maximum of one hundred twenty (120) days after the day of the Bid opening, but OWNER may, at its sole discretion, release any Bid and return the bid security prior to that date.

19. AWARD OF CONTRACT

19.1. The OWNER reserves the right to reject any or all Bids or any part of any Bid, to waive any informality in any Bid, or to re-advertise for all or part of the work contemplated. If Bids are found to be acceptable by the OWNER, written Notice of Award will be given to the lowest responsible Bidder of the acceptance of the Bid and of the award of the Contract.

19.2. If a Bidder to whom a Contract is awarded forfeits the bid security and the award of the Contract is annulled, the OWNER may either award the Contract to the next lowest responsible Bidder or re-advertise the work.

19.3. The Contract will be awarded to the lowest responsible Bidder complying with the applicable conditions of the Contract Documents.

19.4. The ability of a Bidder to obtain Performance and Indemnity and Payment Bonds shall not be regarded as the sole test of such Bidder's competence or responsibility.

19.5. The OWNER also reserves the right to reject the Bid of a Bidder who has previously failed to perform properly or to complete Contracts of a similar nature on time.

20. PROTEST

20.1 Any prospective bidder, offeror, contractor or subcontractor aggrieved in connection with the solicitation of a contract shall protest to the Procurement Director within seven

days, but not thereafter, of the date of issuance of the invitation for bids, request for proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual bidder, offeror, contractor or subcontractor aggrieved in connection with the intended award or award of a contract shall protest to the appropriate Procurement Officer within seven days, but not thereafter, of the date notification of award is posted. A protest shall be in writing, submitted to the Procurement Director, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received within the time provided.

21. EXECUTION OF CONTRACT

21.1. The Bidder to whom a Contract is awarded will be required to return to the OWNER a minimum of three (3) executed counterparts of the prescribed Contract or Agreement together with the required Performance and Indemnity and Payment Bonds and the required Certificates of Insurance within ten (10) days from the date of Notice of Award. Within ten (10) days thereafter, OWNER shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of Drawings with appropriate identification.

22. PERFORMANCE AND PAYMENT BONDS

22.1. Simultaneously with delivery of the executed Contract to the OWNER, a Bidder to whom a Contract has been awarded must deliver to the OWNER executed Performance and Indemnity and Payment Bonds on the prescribed forms each in an amount equal to one hundred percent (100%) of the total amount of the Contract Amount, as security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection therewith. The Performance and Indemnity and Payment Bonds shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount under the laws of the State of South Carolina and with a resident agent in the county in which the project is located. The Attorney in Fact or other officer who signs the Performance and Indemnity and Payment Bonds for a surety company must file with such bonds a certified copy of the Power of Attorney authorizing the Bidder to do so.

22.2. The Performance and Indemnity and Payment Bonds shall remain in force for two (2) year from the date of final payment of the Work as a protection to the OWNER against losses resulting from latent defects in materials or improper performance of work under the Contract, which may appear or be discovered during the one (1) year warranty period.

22.3. Qualification of Sureties shall be as described in the General Conditions.

23. GENERAL REQUIREMENTS

23.1 All Bidders including the employees of the Bidder 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 Bid responses are revocable if contrary to law. Contracts for work resulting from this request will obligate the Bidder to not discriminate on the basis of race, color, creed, religion, handicap, or national origin in their employment practices.

24. TITLE VI OF CIVIL RIGHTS ACT OF 1964

24.1 Bidders 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.

25. CONFLICT OF INTEREST

25.1 The successful Bidder 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 Bidder 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 the termination of employment of that individual with York County.

26. INDEMNIFICATION AND HOLD HARMLESS

26.1 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.

27. DRUG-FREE WORKPLACE

27.1 During the performance of this request, the firm agrees to provide a drug-free workplace for employees of that firm; 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.

28. APPLICABILITY/JURISDICTION OF SOUTH CAROLINA LAW AND COURTS

28.1 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 Bid, 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.

29. CERTIFICATE OF INSURANCE

29.1 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 prior to commencing work.

30. ASSIGNMENT

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

31. OWNERSHIP OF MATERIAL

31.1 All Bids 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.

32. PRIME RESPONSIBILITIES

32.1 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.

33. SUBCONTRACTING

33.1 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.

34. RECORDS RETENTION AND RIGHT TO AUDIT

34.1 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.

35. PUBLIC ACCESS TO PROCUREMENT INFORMATION

35.1 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 Bidder, 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 Bidder supplying the information. All Bidders, therefore, must visibly mark as "CONFIDENTIAL" each specific part of their Bid which such Bidders consider to contain proprietary or other privileged information. Additionally, all Bidders 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 Bid which Bidders 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 Bidder as exempt from the Freedom of Information Act and further hereby disclaims any responsibility for any information which is disclosed as a result of Bidder's failure to visibly mark it as "CONFIDENTIAL" or to improperly mark it as "confidential". Bidder must identify specific parts of the Bid package as confidential. Failure to do so or to mark the entire Bid package as confidential may result in disclosure of that information.

36. NON-COLLUSION BIDDING CERTIFICATION AND DISQUALIFICATION

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

36.2 The prices in this bid 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.

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

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

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

37. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

37.1 The Bidder 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, Bids, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it must attach an explanation to this solicitation/bid. In accordance with 2 CFR Part 180 and Treasury's implementation regulations at 31 CFR Part 19, ARPA funds may not go to individuals or entities that are prohibited from doing business with the federal government. Debarment status can be checked on the System for Award Management (SAM) website at www.sam.gov.

38. CERTIFICATION REGARDING IMMIGRATION REFORM AND CONTROL

38.1 The Bidder 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 bid, 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.

39. CHAIN OF COMMUNICATION

39.1 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. Bidders 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.

40. PROHIBITION OF DONATIONS AND GRATUITIES

40.1 Bidders are restricted from making donations to any York County governmental entity with whom they have or seek to have a contract. The Bidder represents that an offer discloses any gifts made, directly or through an intermediary, by the Bidder or the Bidder'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 Bidder, or any person, firm, or corporation employed by the Bidder 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.

41. FEDERAL FUNDS SPECIAL CONDITIONS

41.1 This project is funded solely through funding from the Coronavirus State and Local Fiscal Recovery Funds program, a part of the American Rescue Plan. Therefore, this project/funding is subject to the requirements in the Final Rule (<https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>), and York County must comply and meet the US Treasury's compliance and reporting requirements. Bidders must provide proof of registration of SAMS.gov and UEI number before bid is awarded.

41.2 **Byrd Anti-Lobbying Amendment** ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C.](#)

[1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to York County Government. [As applicable](#), Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract.

41.3 **Recovered Materials Requirement** Contractors shall make maximum use of products containing recovered materials, when applicable, that are EPA-designated items, unless the product cannot (1) be acquired competitively within a timeframe providing for compliance with the project performance schedule, (2) meet project performance requirements, or (3) be acquired at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available on EPA's website. Contractors shall also agree to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act. EPA designated items: [Comprehensive Procurement Guideline \(CPG\) Program | US EPA](#)

41.4 **Prevailing Wages** Contractors will be required to certify throughout the project, that prevailing wages are being paid to all contractor and subcontractor employees. The wages listed on the included General Decision Number SC20230031 03/17/2023 will apply to this contract. Please note that the contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract.

Contract Work Hours and Safety Standards Act-Construction phases will be subject to the Contract Work Hours and Safety Standards Act ([Contract Work Hours and Safety Standards Act \(CWHSSA\) | U.S. Department of Labor \(dol.gov\)](#)).

41.5 **Contract Work Hours** Each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of the Contract Work Hours and Safety Standards Act, 40 USC 3702 and 3704, as supplemented by the Department of Labor regulations at 29 CFR Part 5 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

41.6 Safety Standards Act: Safety Standards and Accident Prevention provisions require contractors to:

- Comply with the safety standards provisions of applicable laws, building and construction codes, the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupations Safety and Health Act of 1970, and the requirements of Title 29, Section 1518.

- Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and the property.
- Maintain at the construction office or other well-known place on the job site, all articles necessary for giving first aid to the injured and make standing arrangements for the immediate removal to a hospital or to a doctor's care those persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or doctor's care.

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